



## P&Z STAFF REPORT

Board of Appeals Hearing; March 9, 2017

Case: **AP17-00002 – 420 Riverhill Rd.**

Staff Contact: Paul Leonhardt (pleonhardt@sandyspringsga.gov)

Report Date: February 23, 2017

### REQUEST

To appeal the administrative determination of the property at 420 Riverhill Rd. to be a personal care home and the associated City request to vacate the premises.

### APPLICANT

Property Owners: Silver Oak Partners I, LLC	Petitioner: William Britt	Representative: Brett McNeill
------------------------------------------------	------------------------------	----------------------------------

### PROPERTY INFORMATION

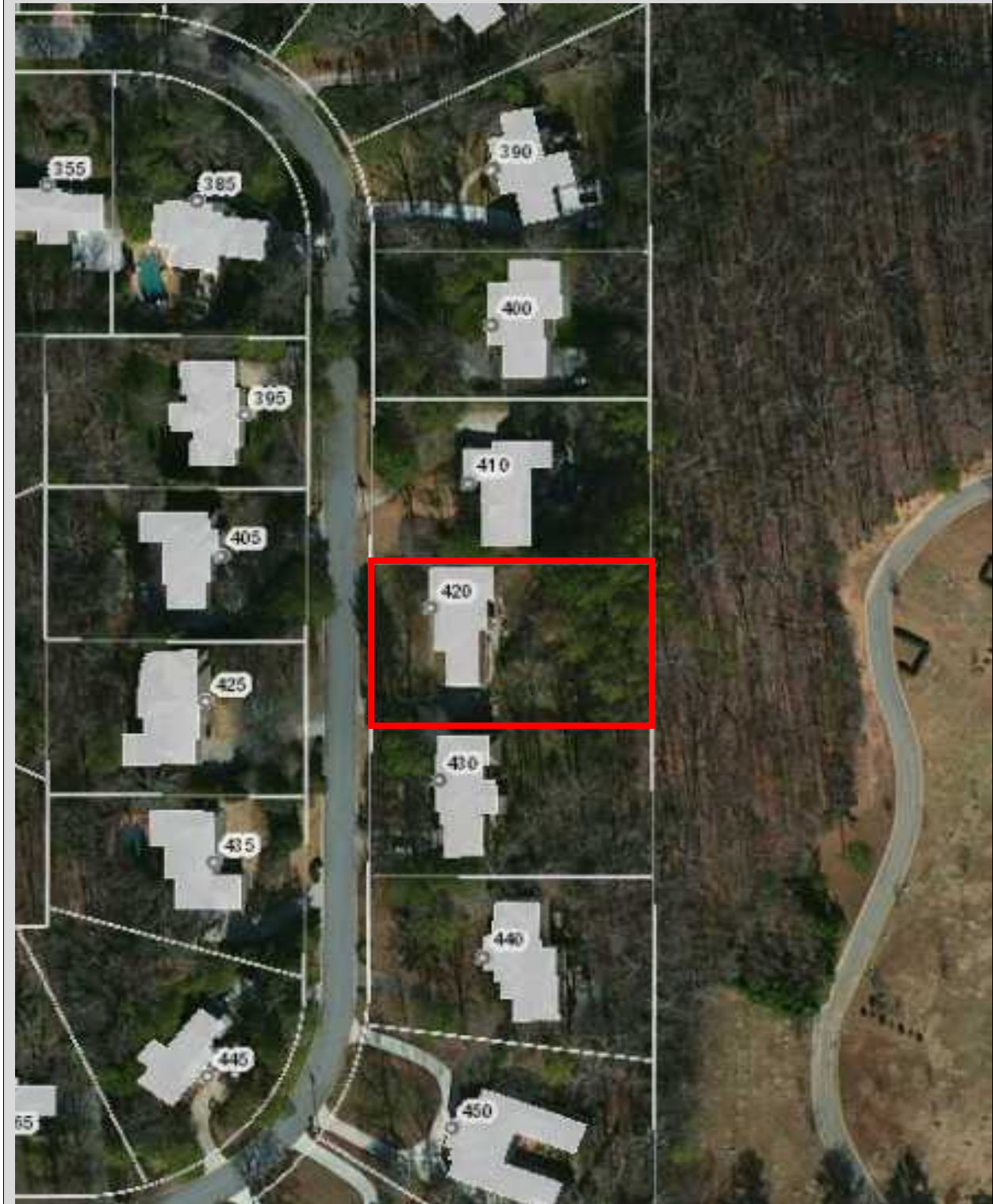
Location:	420 Riverhill Rd.
Council District:	3 – Burnett
Road frontage:	Approximately 140 feet
Acreage:	Approximately 0.7 acres
Existing Zoning:	R-3 (Residential District)
Existing Land Use:	Single-family dwelling
Overlay District:	N/A
Special Planning Area:	-
Future Land Use Designation:	R1-2 (1-2 units per acre)

### SUMMARY

The subject parcel is a residential home owned by the Petitioner, Mr. Britt, and is renting to four (4) elderly individuals that require round-the-clock care. Conversations with the Petitioner revealed that Eric Shuetz, Regency Home Care (RHC), obtained these tenants for whom his company contracted to provide 24-hour care. Mr. Shuetz then solicited Mr. Britt to allow the placement of his “clients” into the house on 420 Riverhill Road. It is for these reasons that this Office made the determination that the subject premises is being used as a personal care home. Since this use is not permitted in the R-3 District, the City requested the applicant vacate the premises.

RECOMMENDATION
<b>Department of Community Development</b> <u><b>Uphold</b></u> the City’s determination, wherein the rental of the residence by four (4) unrelated individuals, who required and contracted with Regency Home Care for 24-hour care, and who solicited the Petitioner to allow the placement of their “clients” in his home, was being used as a Personal Care Home.

**AERIAL IMAGE**



**ZONING MAP**



## APPEAL CONSIDERATIONS

Applicable Zoning Ordinance definitions:

### **Definitions Section 3.3.16 P.**

*Personal Care Home/Assisted Living* definition: Any dwelling, whether operated for profit or not, which undertakes through its ownership or management to provide or arrange for the provision of housing, food service, and one (1) or more personal services for two (2) or more adults who are not related to the owner or administrator by blood or marriage. This term shall not include host homes, as defined in paragraph (18) of subsection (b) of O.C.G.A. § 37-1-20.

### **Definitions Section 3.3.4 D.**

*Dwelling Unit, Single Family* definition: One (1) dwelling unit that is not attached to any other dwelling unit by any means.

*Dwelling/Dwelling Unit* definition: One (1) or more rooms of a building or portion thereof constructed with cooking, sleeping and sanitary facilities designed for and limited to use as living quarters for one (1) family for periods of more than thirty (30) consecutive days.

### **Definitions Section 3.3.6 F.**

*Family* definition: Family means one (1) or more persons related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship, or up to four (4) unrelated persons, occupying a dwelling unit and living as a single housekeeping unit, as distinguished from persons occupying a rooming, boarding or lodging house, or a hotel.

The applicant, Mr. Britt, and his associated businesses, Britt Homes, LLC and Silver Oak Partners I, LLC, operate in property management, and own 420 Riverhill Drive. Regency Home Care is an elderly care provider based in Dunwoody.

One of Regency's services, "Residences by Regency" provides care in single-family residences, marketed as an alternative to nursing home placement. As documented by Mr. Britt, Regency reached out to him to solicit his companies to provide housing for their elderly clientele. This arrangement is common for real estate ventures, where one party owns a property, while another party operates the business proceedings. Based on these conversations, Mr. Britt purchased the subject property and improved it for elderly and disabled residents. In staff's judgement, the intent of this arrangement is to provide personal care home services while avoiding the letter of the definition.

Regency Home Care has operated similar arrangements in the past. Sandy Springs Code Enforcement Staff was able to obtain Code Enforcement proceedings from the City of Dunwoody, where Regency Home Care has operated a personal care home in collaboration with

another provider, Seniors Shared Housing, at 5203 Mount Vernon Way. Subsequently, Regency Home Care agreed to move the residence off the premises to comply with the City of Dunwoody's designation of the use to be a personal care home.

In a letter dated December 28, 2016 (Exhibit A), the Community Development Director informed Mr. Britt that the City determined that the applicant's operation is considered a Personal Care Home, which is not permitted in the R-3 Zoning District. Therefore, the City required Mr. Britt to remedy the non-complying use and find alternative accommodations for the residents.

City staff has had meetings with Mr. Britt and in those meetings, Mr. Britt stated that Mr. Schuetz approached him to start a business relationship. Regency would refer personal care clients to properties owned and operated by Mr. Britt. This appears to be Regency's "Residences by Regency" business model as described above. Therefore, while Mr. Britt claims that his tenants are typical tenants, which are free to contract for personal care as they wish; this is inaccurate for the current tenants. Rather, they are under contract with Regency Home Care, which previously placed clients at 5203 Mount Vernon Way in Dunwoody and now places some of them at 420 Riverhill Drive in Sandy Springs.

At a meeting on December 7, 2016, Mr. Britt agreed to seek out alternative locations for his personal care home within the R-6 or other appropriate zoning district. Staff offered to help find sites within the City boundaries where such a use would be permitted and where it would be able to operate without neighborhood opposition. Since then, Mr. Britt has filed the subject appeal.

The subject property is zoned R-3, which is a single-family dwelling district. In Zoning Code Section 6.4.1, the intent of the District is stated as: "The R-3 district is intended to provide land areas devoted to low density residential uses".

#### **INFORMATION FROM OTHER PARTIES**

Code Enforcement has provided copies of all correspondence and information relative to this property.

#### **DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION**

Staff has reviewed the relevant Zoning Code Sections, empirical evidence provided by the Code Enforcement Division, and materials submitted by and testimony provided by the Petitioner, Mr. Britt. That review led to the determination that the premises located at 420 Riverhill Road, Sandy Springs, is/was being used as a personal care home. Staff respectfully requests the Board of Appeals to **uphold** the determination that the subject property is a personal care home, and that said use is not permitted at the subject location.



VIEW PHOTOS

[About](#) [Pricing](#) [Features](#)

## Residences by Regency

420 Riverhill Drive NW Atlanta, GA 30328

Personal Care

Floorplans & Pricing

### Check Availability

First Name \*

Last Name

E-mail \*

Phone Number

Message

I'm interested in more information about this.

Personal Care Studio Starting at \$8275 [Check Availability](#)

REQUEST INFO

Your family advocate is here to answer your questions & guide you through this process.



CareChoice Agent  
(404) 402-1499

CONTACT US

Community Features Activities/Game Room  
Courtyards/Gardens  
[+ More](#)

Kitchen  
Private Dining Room

Apartment Features Cable Ready Zero-Entry Shower

Included in Rent Standard Utilities  
Cable TV  
[+ More](#)

Bed Linen Cleaning  
Daily Bed Making

Pet Policy

Exercise Programs Seated Exercise

Food & Dining Dining included in AL PCH MC Rent: **3 Meal/Day**

## Complimentary Guidance



### Rachael

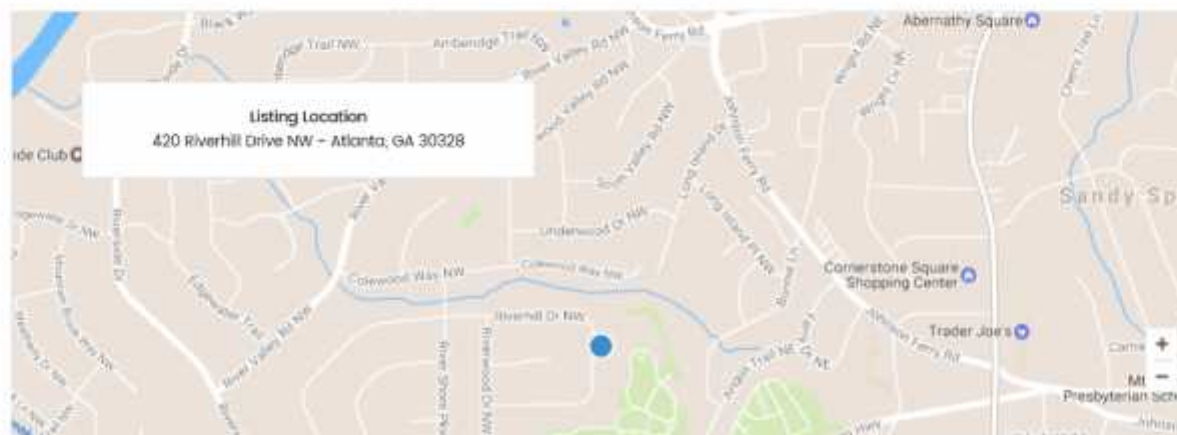
Atlanta, GA - 14+ Years of Senior Healthcare Experience

With so many options to choose from, finding the right senior care in the Atlanta area can be a stressful and daunting task.

My name is Rachael and I can help!

I have served 1,000's of seniors and their families in the Atlanta area to find the best care for their needs. It would be my pleasure to serve you in finding the perfect senior care option.

GET COMPLIMENTARY HELP



# CODE DETAILED REPORT (BIL201600943)

Case Type:	Business License	Project:	Opened Date:	10/11/2016	
Status:	Closed	District:	Council District 3	Closed Date:	12/28/2016
Assigned To:	Gregory Copeland	Description:	stated that the house next door (420 Riverhill Dr) has been turned into a personal care home. Care givers coming in and out of the home at all times. Caller wants to know if they are allowed to have that business in that location. Would like a call back about the issue.		

Parcel:	17 012400020441	Main	Address:	420 Riverhill Dr Sandy Springs, GA 30328	Main	Zone:	R-3 (Residential R-3)
---------	-----------------	------	----------	---------------------------------------------	------	-------	-----------------------

Note	Created By	Date and Time Created
1. Upon inspection I spoke with the property owner William Bylt (404-312-9679) who displayed adequate paperwork with a document from Michelle Alexander. Further investigation is now in the hands of supervision.	Gregory Copeland	1/23/2017 2:23 pm

Invoice No.	Fee Name	Fee Amount	Amount Paid
			\$0.00
Grand Total for Code Case			\$0.00

Violation Code:	Violation Status:	Citation Issue Date:
Code Description:		Compliance Date:
		Resolved Date:

Inspection Number	Inspection Type	Inspection Status	Inspection Date
II-020000-2016	Initial Code Inspection	Pending	13/10/2016 12:00 am

# CODE DETAILED REPORT (BL201600949)

Case Type: Business License Project: Opened Date: 10/12/2016  
 Status: Closed District: Council District 2 Closed Date: 12/28/2016  
 Assigned To: Gregory Copeland Description: 10-12-16. Neighbors complain of nightly traffic coming in and out of the house.

Address: 420 Riverhill Dr Main  
 Sandy Springs, GA 30328

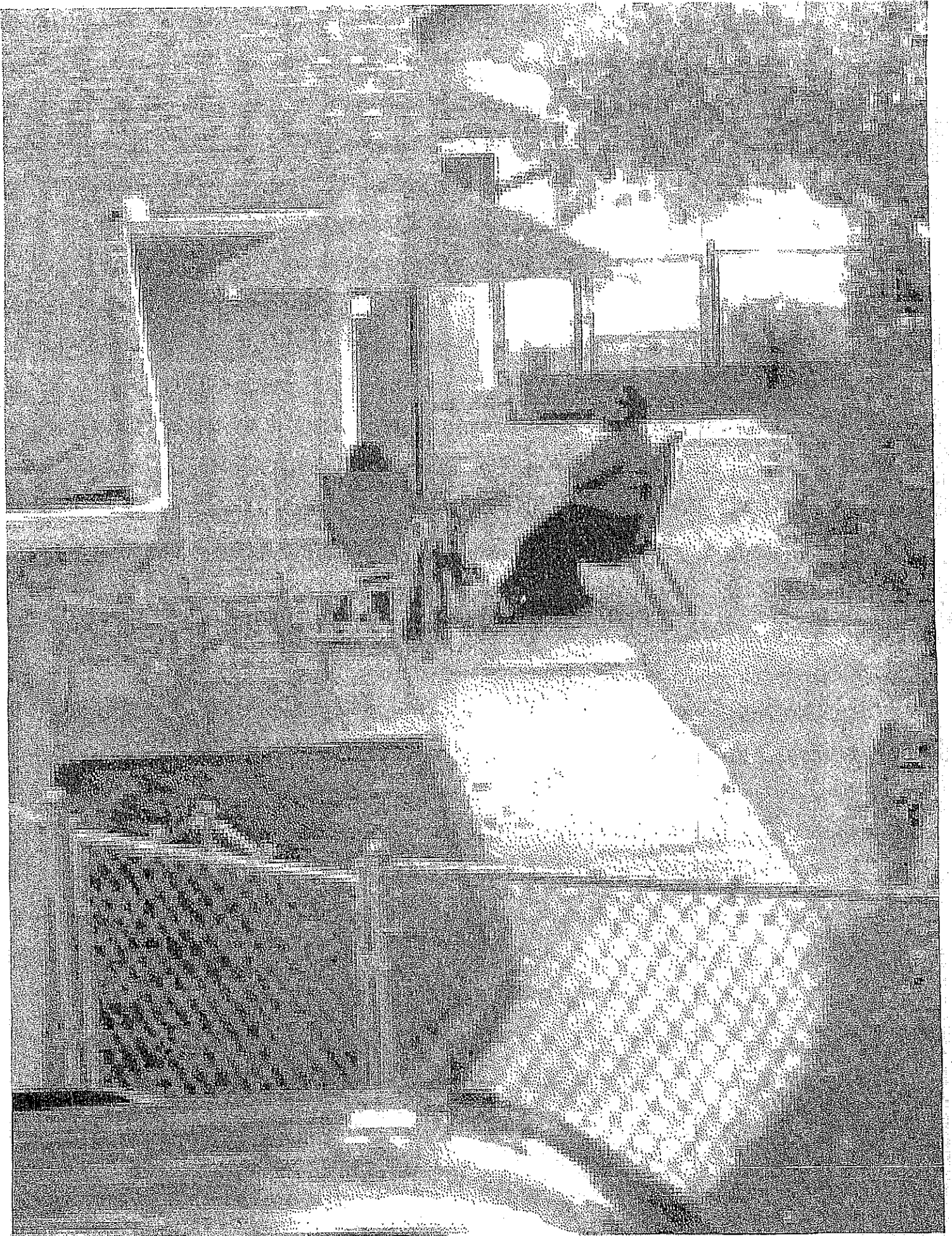
Note	Created By	Date and Time Created
1. Upon inspection I spoke with the property owner William Britt (404-312-9679) who displayed adequate paperwork with a document from Michelle Alexander. Further investigation is now in the hands of supervision.	Gregory Copeland	10/12/2016 3:09 pm

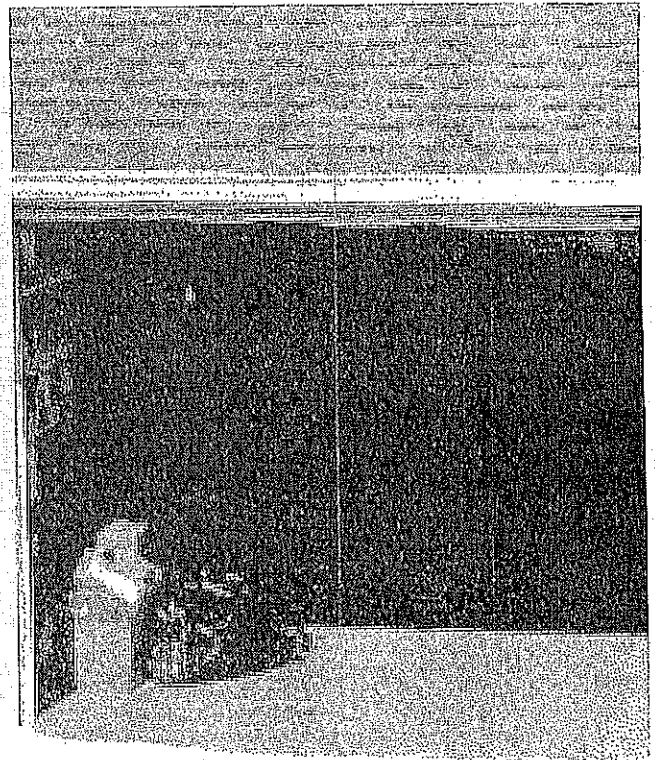
Invoice No.	Fee Name	Fee Amount	Amount Paid
			\$0.00
Grand Total for Code Case			\$0.00

Violation Code:	Violation Status:	Citation Issue Date:
Code Description:		Compliance Date:
		Resolved Date:

Inspection Number	Inspection Type	Inspection Status	Inspection Date
-------------------	-----------------	-------------------	-----------------







## Search Results for: schuetz

### Management Team

#### Erich Schuetz, BSE, MBA, Owner

Erich Schuetz is the Owner and the Administrator of Regency Home Care. As such, he is responsible for the day-to-day business operation of the agency. His duties include all the financial aspects of the agency as well as forecasting, strategic planning, budgeting and directional guidance.

Erich is a graduate of Massachusetts Institute of Technology and the Harvard Business School in Boston. He has been in the medical field for the better part of his work career, with early positions in Southern California with divisions of Baxter Travenol and Johnson & Johnson before moving to the Bay Area to help grow a young company later purchased by Smith Kline Beckham. He then spent four years building a start-up company developing diagnostic ultrasound and medical lasers. This \$100 MM company subsequently became the heart of Cooper Vision.



Erich moved from Silicon Valley to Atlanta, Georgia to help a German family move their medical device product line from Munich to Atlanta. The primary product is a silicon prosthetic breast form to be worn by women after mastectomies. Today, the company is a world leader in this market.

Erich spent many years caring for his mother who lived well into her mid-90s. This experience allowed him to understand the importance of how helping seniors engage in life mentally, emotionally, physically and socially can make a huge difference in their wellbeing. This current opportunity gives him the ability to "give back" to the community in the latter stages of his work career.

Erich and his wife, Jody, have been married 36 years. Jody has recently retired from being a first grade teacher in Fulton County. Having lived in Dunwoody, Georgia now for the last 27 years, they have raised their two sons: Evan, a graduate of University of Georgia, and Joel, a graduate of Georgia Tech. Erich enjoys spending time with his wife, sons, their wives and two new grandsons.

#### Kathleen McLaughlin, Director of Client Services



Kathleen has come on board as the Director of Client Services with a major focus on the Residences by Regency, Atlanta's first nursing home alternative. She is responsible for helping families find the right care for their loved ones and informing them of all their options through the process.

Kathleen is a New Jersey native and studied Public Relations at the University of South Carolina. She has a diverse marketing background that includes independent living, assisted living and memory care communities and is very knowledgeable about all levels and types of long term care.

### CARE SOLUTIONS FOR LIFE

Call Today At 678.999.2446



**How Can We Help You?**

**LEARN MORE ABOUT OUR IN-HOME CARE SOLUTIONS**

**Resources for Seniors & Family Members**

### NEWSLETTER SIGN-UP

Name

Email

Kathleen lives in the Inman Park area of Atlanta with her dog, Mason. She enjoys spending time with her family and friends and exploring what the city has to offer. She is also the Community Relations Chair for the Atlanta Walk to End Alzheimer's.

If you have questions about the new Residences by Regency or Regency Home Care, please can contact Kathleen McLaughlin.

## Claudia Booth, Director of Nursing

Claudia brings a wealth of knowledge, experience and expertise to the Regency Home Care team as our Director of Nursing. Claudia worked as an RN for Northside Hospital in Atlanta and as a PRN case manager and Director of Nursing and large home healthcare agency prior to joining the Regency team.



Claudia's work experience includes providing skilled and intensive care nursing services for clients, high level case management skills for critically ill and intensive care clients, and providing management and leadership for a large clinical team. She also has extensive experience in working with patients with long-term medical conditions, such as diabetes, heart disease, quadriplegia, Alzheimer's, and Parkinson's disease.

Claudia also brings to the table an extensive theological background and experience as a hospital chaplain, which has given her unique and significant skills in assisting patients in crisis.

Claudia takes great pride in her work, and strives to provide optimal patient care in any given situation, as well as developing professional, trusting relationships with Regency's clients and their families, as well as the clients' primary care physicians and staff members with whom we intercede on the clients' behalf.

## Company History

### Where Experience and Compassion Meet

Regency Home Care of Atlanta, Georgia was founded in 2009 by Erich Schuetz. Erich spent the better part of his career in the medical field, serving in early positions with divisions of Baxter Travenol and Johnson & Johnson before moving, finally, to Georgia to help care for his mother, who lived well into her 90s. When he retired from his corporate career, it was his caregiving experience and a yearning to stay in the medical field that led Erich to open Regency as a way to give back to other families and older adults in need of quality elder care and assistance to remain safe and happy at home.



### How Can We Help You?

We'd love to tell you more. Contact us or call us at 678.999.2446 to learn more about our history in home care and find out how our care services can help your family.

*I want to thank you for your assistance with my mom. Your caregiver, Freda, has been a blessing! She is wonderful, loving and very helpful. I will certainly call Regency for all future care needs. I can't thank you enough for your compassion and quick response in my time of need. God Bless!*

Alicia R.

[Read More Testimonials](#)

## CONTACT:

Phone: (678) 999-2446  
Fax: (770) 551-0675

1633 Mount Vernon Road,  
Suite 100  
Atlanta, GA 30338

## FOLLOW US:



[RETURN TO TOP OF PAGE](#)

Copyright © 2016 - Regency Home Care - Built By corecu

[Home](#) [Care Solutions](#) [About](#) [Residences](#) [Resources](#) [Employment](#) [FAQs](#) [Blog](#) [Contact Us](#)

## About Us

### A Home Care Team That's Just Like Family

At Regency Home Care of Georgia, we are committed to delivering compassionate, responsive, and trusted assistance to our clients and their families. We love our work, and it shows! Our caregivers' experience and passion for service are unrivaled, which means your loved one not only receives quality care whenever and wherever it is needed, he or she also has a trusted caregiver and friend who feels just like a member of the family.

We employ only the most qualified and experienced CNAs and RNs to care for our clients, and maintain a high standard of excellence in the care and service we provide. Our home health care agency is fully insured, bonded and licensed, and we provide senior care, and recuperative care in Buckhead, Brookhaven, Vinings, Alpharetta, Johns Creek, Roswell, Sandy Springs, Marietta, Atlanta, Cumming and Lawrenceville and throughout the North Atlanta area. Have questions about our Georgia home care services, dementia care, caregivers, and more? Find some great answers on our FAQ page.



#### How Can We Help You?

We would love the opportunity to meet with you and your loved one to further discuss our in-home care services and how our caregivers can improve your loved one's quality of life and independence at home. Call us today at 678.999.2446 or fill out our on-line form to schedule a FREE in-home care needs assessment by a Registered Nurse.

#### What Our Clients Say

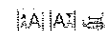
*Service is outstanding with an excellent caregiver!*

Martha B.

[Read More Testimonials](#)

## CARE SOLUTIONS FOR LIFE

Call Today At 678.999.2446



## CONTACT US TODAY

Name \*

First Last

Phone

Email \*

Comment

Captcha



Type the text

[Privacy & Terms](#)

Submit

## ABOUT US

- › Caregiver Quality Assurance
- › Company History
- › Management Team
- › Memberships
- › Our Caregivers
- › News/Events
- › Testimonials
- › Service Area

### How Can We Help You?

LEARN MORE ABOUT OUR  
IN-HOME CARE SOLUTIONS

### Resources for Seniors & Family Members

## NEWSLETTER SIGN-UP

Name

Email

Subscribe

## SEARCH

SEARCH THIS WEBSITE ...

## CONTACT:

Phone: (678) 999-2446  
Fax: (770) 551-0675

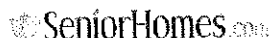
1633 Mount Vernon Road,  
Suite 100  
Atlanta, GA 30338

## FOLLOW US:



[RETURN TO TOP OF PAGE](#)

Copyright © 2016 · Regency Home Care · Built By corecu



Home &gt; Care Homes &gt; Georgia &gt; Dunwoody

# Residences by Regency

5203 Mt Vernon Way, Dunwoody, GA 30338

Care Homes

Please call **1-800-741-0926** to speak to a Care Advisor to find a provider nearby.

[Description](#)   [Amenities](#)   [Map](#)   [Reviews](#)

## Description



Welcome to Residences by Regency. Our inviting senior living community offers residents the comfort and convenience of a hassle-free lifestyle free from the burdens of home ownership. Located in the city of Dunwoody, we provide a variety of on-site services to help our residents enjoy their stay to the fullest. In addition, we provide a choice amount of amenities to promote a relaxing experience for individuals residing at our community. Accommodations come in a selection of options. Depending on the individual, Residences by Regency could be the perfect fit for seniors seeking senior living options in or around Dunwoody, Georgia.

Fill out our form and we can send you a brochure or set up an introductory call with you today. **Get started now**

**Call an Advisor**  
**1-800-741-0926**

### Is this your business?

Update your listing  
Upgrade your listing  
Report a problem with this listing  
Get your  
[www.seniorhomes.com](http://www.seniorhomes.com)  
badges

### START HERE FOR

Free Brochures  
Detailed Pricing  
No Obligations

First Name

Last Name

Email

Phone

**SUBMIT**

By submitting this form, you agree to SeniorHomes.com's Privacy Policy, Terms of Use, and Agreement to be Contacted by Telephone.

Sign up for the Newsletter

Email address

SIGN UP

Blog

SeniorHomes.com collects information regarding senior living providers from various sources: residents and their families, the senior living providers, elder care experts, and sometimes our own staff. SeniorHomes.com's intent is to provide you with information to help you make an informed choice. SeniorHomes.com staff neither: (a) inspect the senior living providers or their facilities, nor (b) have firsthand experience as a customer of such senior living providers. Please bear this in mind as you evaluate the information presented on our Site.

[Contact Us](#) | [Privacy Policy](#) | [Terms of Use](#) | [List your Community](#)

Copyright © 2016 SeniorHomes.com

# Dunwoody

Smart people – Smart city

## Case Information

**Date** 7/13/2015  
**Case Number** 20140418  
**Case Initiation Date** 7/13/2015  
**How was this case reported?** Staff Generated  
**Complainant Name**  
**Complainant Address 1**  
**Complainant Address 2**  
**Complainant City, State** Dunwoody, GA  
**Complainant ZIP** 0  
**Complainant Email Address**  
**Complainant Phone Number**  
**Complaint Description** Personal care home in residential zoning  
**Complaint Type** Zoning  
**Site Owner** Community Capital Group LLC-Mariano, LLC, Senior Shared Housing of Dunwoody, LLC  
**Site Address 1** 5203 Mount Vernon Way  
**Site Address 2**  
**Site City, State** Dunwoody, GA  
**Site ZIP Code** 30338  
**Last Action Taken** Closed Case  
**Does a Violation Exist?** Yes  
**Code Section** 27-57 , 10-3  
**Status** No Violation  
**Case Completion Date** 9/12/2016  
**Tough Case?** yes  
**Follow-up Deadline** 9/6/2016  
**Assigned To** Tom LaPenna

## Property Information

Parcel#: 18 375 03 018  
 MARIANO LLC  
 5203 MOUNT VERNON WAY  
 R-100

## Owner Information

MARIANO LLC  
 185 BRADFORD SQ  
 FAYETTEVILLE, GA 30215

## Violations

Date	Violation	Notes	Status
7/13/2015	Zoning 27-57 Group Living SLUP Required		Now in Compliance
7/13/2015	Business and Occupational Taxes 10-3 a Business license required		Now in Compliance

## Case History

Date	Type	Description
7/13/2015	Activity	Investigate Complaint: Referred case to zoning. House is staffed by Residences by Regency, Erich W. Shultz, owner. 1633 Mt. Vernon Rd, Dunwoody. Home is owned by Senior Shared Housing, Erie, PA. Martin Rizzo, 814-449-8724.
7/13/2015	Activity	Search for property owner/tenant: Left VM for Mr. Rizzo concerning the SLUP needed.

System Admin Land Admin Planning Building Reporting Help

TreeView

Address

- 4330 GEORGETOWN SQ
- Complaints(1)
  - Complaint - Property Mnt
- Projects(6)
  - Georgetown Sq
  - Conceptual
  - Demolition
  - LDP/Sketch Plat
  - Transformer replacement
  - T-Pole
  - Final PLAT
  - Owners(1)
  - No Name - 6201

Projects - Final PLAT

- Fees(0)
- Schedules(0)
- Legacy Data
- Permits(0)
- Plans(3)
  - Final Plat.1
  - Final Plat.2
  - Final Plat.3
  - Plan Checks(3)

Relationships

Plan Check Detail

Plan Checks

Status: Approved With Comments

Division: Dunwoody GIS

Checker: Summers, Andrew

Review Date:

Complete Date:

Condition Association

All Available Conditions

- Exterior Lighting
- Impervious Surface Ratio
- Need Sprinkler Plan
- Submit wall detail
- Trees

Selected Conditions

Correction Summary

Correction

In addition to the instructions given for recording the Final Plat as stated in previous reviews, applicant should submit a copy of the signed/recorded Final Plat to the DeKalb GIS Department:

DeKalb County GIS Department

330 W Ponce De Leon Ave. 6th Floor

Decatur, GA 30030

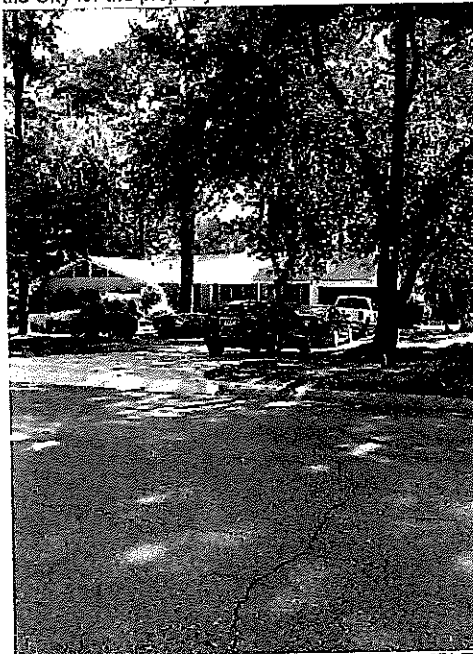
PlanCheck 14567 was successfully updated.

Successfully retrieved: 3

7/16/2015	Activity	Search for property owner/tenant: Waiting for callback from Mr. Rizzo
7/17/2015	Activity	Investigate Complaint: Called Elaine Wright from State of GAS. Personal Home Care Division 404-657-5856. Out of office, will return Monday 7/20
7/17/2015	Activity	Investigate Complaint: Called Elaine Wright 404-657-5856. State to visit home Thursday. She will get back with me after visit
8/4/2015	Activity	Investigate Complaint: Left second message for Mr. Rizzo and left my cell#
8/13/2015	Activity	Investigate Complaint: Meet with home care service provider with Rebecca Keefer. Spoke with JD Collar of Senior Shared Housing , Erie, PA about obtaining an OTC application from the City for the property.

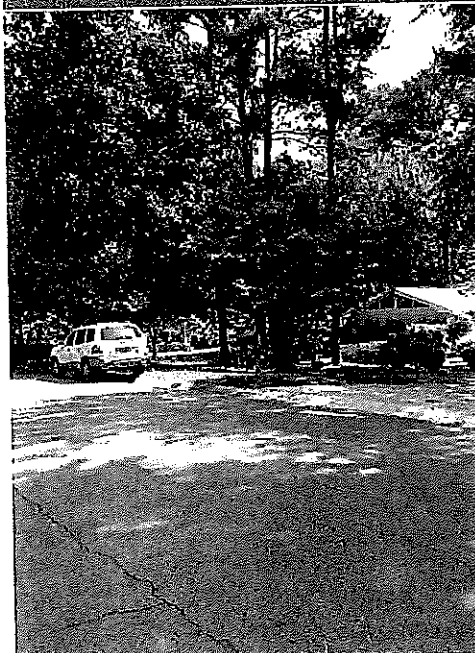
8/13/2015 11:53:04  
AM

Document



8/13/2015 11:53:04  
AM

Document



8/14/2015

Activity

Investigate Complaint: Sent information for use determination by zoning and OTC forms to JD Collar Senior Shared Housing.

8/14/2015

Activity

Investigate Complaint: Have not received forms yet for business license and zoning information

8/18/2015

Activity

Investigate Complaint: JD Collar, Exec. VP 513-582-8089, jdcollar@seniorshared.com. Left VM and also emailed JD Collar.

8/24/2015

Activity

Check for Compliance: Application received yesterday 8/25 by email, check with fee in mail

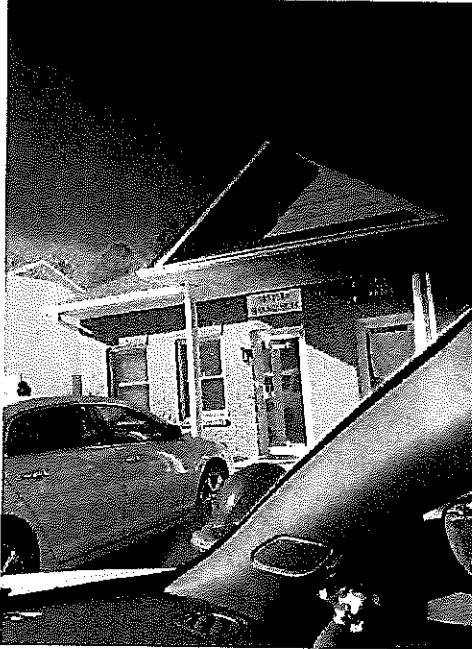
8/26/2015

Activity


9/9/2015	Activity	Check for Compliance: Zoning will be reviewing for compliance. Zoning will probably need more information to make a determination. This now a zoning decision regarding the property.
9/15/2015	Activity	Search for property owner/tenant: meeting with City Planner and Asst. City attorney
9/15/2015	Activity	Issue Citation:
10/21/2015	Activity	Attend Court: Defendant appeared with attorney and will appeal. Case reset to 11/18/15 in order to file appeal. Appeal will stay any enforcement action by code enforcement.
10/29/2015	Activity	Investigate Complaint: Met with zoning, legal and Atty. from Alston&Bird for Senior shard Housing. Atty. will get back with us.
11/18/2015	Activity	Attend Court: reset date for case if appeal not filed. case reset 2nd time to 12/2 at 2PM
11/30/2015	Activity	Attend Court: Case reset to Jan 13th 2PM
12/2/2015	Activity	Check for Compliance: Check if SLUP application is accepted
12/3/2015	Activity	Attend Court: Filed two additional citations with court
12/7/2015	Activity	Issue Citation: Attempt service of citations in Fayetteville CITATIONS SERVED
		Attend Court: Case reset to 2/17

12/7/2015 1:53:29  
PM

Document



1/14/2016	Activity	Attend Court: case reset to 4/14 at 1pm
3/15/2016	Activity	Attend Court: reset to June 8
4/18/2016	Activity	Attend Court: 5203 Erich and Mauny. Spoke with Erich, SS home still not ready classified R-3. Discuss with Riley
8/11/2016	Activity	Check for Compliance: Spoke with Erich. One resident of the house passed last night. Last resident should be moved out by Labor Day .
8/11/2016	Activity	Check for Compliance: Tenants using home healthcare relocated
8/24/2016	Activity	Attend Court: I spoke with Erich Schuetz today and his 2 patients will be moving out 8/31/16. The house will become a standard single family residential rental.

		Check for Compliance: Zoning will be reviewing for compliance. Zoning will probably need more information to make a determination. This now a zoning decision regarding the property.
9/9/2015	Activity	Search for property owner/tenant: meeting with City Planner and Asst. City attorney
9/15/2015	Activity	Issue Citation:
9/15/2015	Activity	Attend Court: Defendant appeared with attorney and will appeal. Case reset to 11/18/15 in order to file appeal. Appeal will stay any enforcement action by code enforcement.
10/21/2015	Activity	Investigate Complaint: Met with zoning, legal and Atty. from Alston&Bird for Senior shard Housing. Atty. will get back with us.
10/29/2015	Activity	Attend Court: reset date for case if appeal not filed. case reset 2nd time to 12/2 at 2PM
11/18/2015	Activity	Attend Court: Case reset to Jan 13th 2PM
11/30/2015	Activity	Check for Compliance: Check if SLUP application is accepted
12/2/2015	Activity	Attend Court: Filed two additional citations with court
12/3/2015	Activity	Issue Citation: Attempt service of citations in Fayetteville CITATIONS SERVED
12/7/2015	Activity	Attend Court: Case reset to 2/17
12/7/2015 1:53:29 PM	Document	
1/14/2016	Activity	Attend Court: case reset to 4/14 at 1pm
3/15/2016	Activity	Attend Court: reset to June 8
4/18/2016	Activity	Attend Court: 5203 Erich and Mauny. Spoke with Erich, SS home still not ready classified R-3. Discuss with Riley
8/11/2016	Activity	Check for Compliance: Spoke with Erich. One resident of the house passed last night. Last resident should be moved out by Labor Day .
8/11/2016	Activity	Check for Compliance: Tenants using home healthcare relocated
8/24/2016	Activity	Attend Court: I spoke with Erich Schuetz today and his 2 patients will be moving out 8/31/16. The house will become a standard single family residential rental.





Brian P. Kemp  
Secretary of State

STATE OF GEORGIA  
2014 Corporation Annual Registration

OFFICE OF THE SECRETARY OF STATE  
Annual Registration Filing  
P.O. Box 23038  
Columbus, Georgia 31902-3038

Secretary of State  
Control No.: 09077037  
Date Filed: 3/28/2014 11:36:43 AM

Information on record as of: 11:36:46 AM

Entity Control No. 09077037

Amount Due: \$50.00

Amount Due AFTER June 1, 2014: \$75.00

SCHUETZ ENTERPRISES, INC.  
1633 Mt Vernon Rd  
Suite # 200  
Atlanta, Georgia 30338

Each business entity registered or filed with the Office of Secretary of State is required to file an annual registration. Amount due for this entity is indicated above and below on the remittance form. Annual fee is \$50. If amount is more than \$50, the total reflects amount(s) due from previous year(s) and any applicable late fee(s). Renew by April 1, 2013 Your Annual Registration must be postmarked by June 1, 2014. If your registration and payment are not postmarked by June 1, 2014, you will be assessed a \$25.00 late filing penalty fee.

For faster processing, we invite you to file your Annual Registration online with a credit card at <http://www.sos.ga.gov/corporations/>. The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual Registrations not processed online require payment with a check, certified bank check or money order. We cannot accept cash for payment.

You may mail your registration in by submitting the bottom portion of this remittance with a check or money order payable to "Secretary of State". All checks must be pre-printed with a complete address in order to be accepted by our offices for your filing. Absolutely, no counter or starter checks will be accepted. Failure to adhere to these guidelines will delay or possibly reject your filing. Checks that are dishonored by your bank are subject to a \$30.00 NSF charge. Failure to honor your payment could result in a civil suit filed against you and/or your entity may be Administratively Dissolved by the Secretary of State. [See O.C.G.A. § 13-6-15 and Title 14, respectively.]

Officer, address and Agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer, and Secretary of the corporation.

Note: Registered Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Boxes may be used for principal office and officers' addresses.

Any person authorized by the entity to do so may sign and file registration (including online filing). Additionally, a person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

Please return ONLY the original form below and applicable fee(s). For more information on Annual Registrations or to file online, visit <http://www.sos.ga.gov/corporations/>. Or, call 404-656-2817.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
SCHUETZ ENTERPRISES, INC.	1633 Mt Vernon Rd, Suite # 200	Atlanta	GA	30338
CEO: Erich W. Schuetz	1633 Mt Vernon Rd, Suite 200	Atlanta	Georgia	30338
CFO: Erich W. Schuetz	1633 Mt Vernon Rd, Suite 200	Atlanta	Georgia	30338
SEC: Erich W. Schuetz	1633 Mt Vernon Rd, Suite 200	Atlanta	Georgia	30338

THE ABOVE INFORMATION HAS BEEN UPDATED TO:

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
SCHUETZ ENTERPRISES, INC.	1633 Mt Vernon Rd, Suite # 200	Atlanta	Georgia	30338
CEO: Erich W. Schuetz	1633 Mt Vernon Rd, Suite 200	Atlanta	Georgia	30338
CFO: Erich W. Schuetz	1633 Mt Vernon Rd, Suite 200	Atlanta	Georgia	30338
SEC: Erich W. Schuetz	1633 Mt Vernon Rd, Suite 200	Atlanta	Georgia	30338
AGT: Erich W. Schuetz	1633 Mt Vernon Rd., Suite 200	Dunwoody	Georgia	30338
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS	COUNTY OF REGISTERED OFFICE:	DeKalb County	
AUTHORIZED SIGNATURE: Erich Warner Schuetz		Date: 3/28/2014 11:36:43 AM	Total Due:	
Title: CEO	Email: <a href="mailto:eschuetz@regencyhomecarega.com">eschuetz@regencyhomecarega.com</a>	\$50.00		

BR201 2013 Corporation Annual Registration

144 090770376 0050009 SCHUETZENTERPRISESINC 201406013 0075000

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### ANNUAL REGISTRATION

\*Electronically Filed\*

Secretary of State

Filing Date: 3/15/2016 11:36:05 AM

#### BUSINESS INFORMATION

CONTROL NUMBER	09077037
BUSINESS NAME	SCHUETZ ENTERPRISES, INC.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	03/15/2016

#### PRINCIPAL OFFICE ADDRESS

ADDRESS	1633 Mt Vernon Rd, Suite # 100, Atlanta, GA, 30338, USA
---------	---------------------------------------------------------

#### REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
Erich W. Schuetz	1633 Mt Vernon Rd, , Suite 200, Dekalb, Dunwoody, GA, 30338, USA

#### OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Erich W. Schuetz	CFO	1633 Mt Vernon Rd, Suite 100, Atlanta, GA, 30338, USA
Erich W. Schuetz	SECRETARY	1633 Mt Vernon Rd, Suite 100, Atlanta, GA, 30338, USA
Erich W. Schuetz	CEO	1633 Mt Vernon Rd, Suite 100, Atlanta, GA, 30338, USA
Erich Warner Schuetz	CEO	1633 Mt Vernon Rd, Suite 100, Atlanta, GA, 30338, USA

#### AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Erich W Schuetz
AUTHORIZER TITLE	Officer



*B. P. Kemp*

Brian P. Kemp  
Secretary of State

[Home](#) [Care Solutions](#) [About](#) [Residences](#) [Resources](#) [Employment](#) [FAQs](#) [Blog](#) [Contact Us](#)

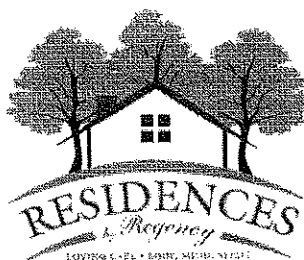
## CARE SOLUTIONS FOR LIFE

Call Today At 678.999.2446



### Atlanta Area Nursing Home Alternatives: Residences by Regency

Regency's commitment to providing quality care and maintaining respect, hope, and dignity for seniors is why we created Residences by Regency as an alternative to nursing home placement. When care needs become too great to remain living alone safely, Residences by Regency allows seniors to receive the 24/7 care they need, in a personalized, family-like environment.



**Exciting News!**  
Our first home is located in Dunwoody!

### Single Family Homes for Four with Round-the-Clock Long Term Senior Care

Each Residences by Regency home is a single-family home nestled within a wonderful neighborhood where you'll see people riding bikes, walking dogs, pushing strollers and creating community with one another. Just because it is no longer the best choice to live alone shouldn't mean losing touch with the benefits of being part of a diverse community and a comfortable, safe home.

### All the Comforts of Home

In a Residences by Regency home, seniors:

- Enjoy life in a real home with a private bedroom, living area, porch, kitchen-cooked meals, and freedom to set one's own pace throughout each day.
- Delight in the company of others. Each home accommodates a total of four older adults who are carefully matched for compatibility and like interests.
- Experience the service and assistance of the highly regarded Regency Home Care staff, who help with activities of daily living. Because we have care providers in the home 24/7, our staff to resident ratio is 1:4 – far better than the average skilled nursing home or assisted living facility. Our caregivers are only a few feet away, and with close bonding over time, typically recognize and accommodate needs before they are realized.



Our care providers are highly screened and overseen by licensed nursing staff, allowing them to receive the most comprehensive and thorough training and direction in caring for our residents.

Click here to learn more about how Residences by Regency improves care and quality of life for persons with Alzheimer's patients in Atlanta.

It Just Feels Right – Right Away



## CONTACT US TODAY

First \*

Last \*

Phone

Email \*

Comment

Captcha

PROPERTY

IMAGE

Type the text

[Privacy & Terms](#)

Submit

### Video

Lou and Rita  
(a couple) sharing their  
experiences in a home

### Video

brief discussions  
with current residents

From the moment you first walk up to the front door, Residences by Regency feels like your own personal retirement commune. There are no signs out front and no vast campus set apart from the community. Instead of entering a "facility" you step inside a caring, comfortable, private, and warm home with the service, support, and connectedness you desire.



Nursing homes and assisted living facilities have very regimented ways of providing care to large groups of people. At Residences by Regency, we are able to respect that each person is an individual with his or her own rhythm in a 24 hour senior care community that feels like home. It just makes sense!

Explore all your senior care options with Residences by Regency. To find out more about our residences in Dunwoody, Sandy Springs, Alpharetta, and Buckhead, or to arrange a complimentary consultation, call us at 404.205.8368 or fill out our contact form.

### What Our Clients Say About Our Residential Care Home

*You have to ask yourself, do you want Mom in an institution or in a real home? The change in my mom has been incredible.*

-Julie V.

*As soon as we got there, Mom sat down and started talking and laughing. I know she is safe there. I know she is home*

-Johnna M.

*A Great Alternative to a Nursing Home.*

-Becky B.

### CONTACT:

Phone: (678) 999-2446  
Fax: (770) 551-0675

1633 Mount Vernon Road,  
Suite 100  
Atlanta, GA 30338

### FOLLOW US:



Printable Residences  
by Regency Resources

Download the  
Residences by  
Regency Brochure

Online Resources  
for Seniors and  
Family Members

### NEWSLETTER SIGN-UP

Name

Email

Subscribe

Last changed by Service Engineering Manager, October 03, 2014 3:00 PM

<a href="#">Home</a> <a href="#">Code Reports Viewer</a> <a href="#">Code Case Search</a> <a href="#">1132</a> <a href="#">BL-20160304</a> <a href="#">Code Case Search</a> <a href="#">Permit Reports History</a> <a href="#">Permit Search</a> <a href="#">BR16-00164</a>	
<b>Manage Permit BR16-00164</b> <span style="float: right;">Address 420 RIVERHILL DR</span>	
Read Only Record Type	
<b>Main</b> Permit Details Inspection Request v.1 Collect Fees v.1 Plan Review v.1 MSP Initial Site v.1 Submittal Intake v.1 Design Reviews (RA) v.1 Code Comments v.1 Issue Permit v.1 Utility Customer v.1 Collect Fees v.1 Issue Permit v.1 Inspections v.1 MSP Final Zoning Inspection v.1 MSP Bldg Rough Combo v.1 MSP Plumbing Rough v.1 MSP Dry Fit v.1 MSP Bldg Final v.1 MSP Bldg Final v.2 MSP Bldg Final v.2 MSP Electrical Final v.1 MSP Electrical Final v.1 MSP Electrical Final v.2 MSP Plumbing Final v.1 Issue TO or CO v.1 Collect Fees v.1	<b>Workflow Details</b> EIR Inspection Inspection Inspection Number BL-011094-2016    Request Date 4/23/2016    Request Time 12:00 AM Inspection Type Electrical Final    Status Denied    Date Entered 4/23/2016 Comments <input checked="" type="checkbox"/> Checklist <input checked="" type="checkbox"/> Address <input type="checkbox"/> Notes Drag a custom header and drop it here <input type="button" value="Check Item"/> <input checked="" type="checkbox"/> General Comments <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Visited site on 4/26/16 and met William Britt on site. Observed that all doors are in the process of being widened and restrooms were being totally up fitted to accommodate persons with disabilities. Also, observed that a 13R or D, sprinkler system has been installed. Mr. Britt informed me that this single family residence was proposed to accommodate seniors, maybe 4? Aside from the work being performed is out of the scope of what was permitted, I asked if they have spoke to anyone about zoning approvals with the City? Mr. Britt said yes, but I have no way of knowing until I talk with Chris and Robert at City Hall.</p> <p>Met with Robert Wheeler on this morning of 4/27/16 and informed him of these concerns. Robert is going to discuss with Chris and contact Mr. Britt about proposed use and permits.</p> </div> <div style="margin-top: 10px;"> <input type="button" value="OK"/>    <input type="button" value="Cancel"/> </div>
	Schedule Start Time 12:00 AM Schedule End Time 12:00 AM Actual Start Time 11:25 PM Actual End Time 9:51 AM <input type="button" value="+ Add Checklist Item"/> <input type="button" value="Order"/>
	Within But on site. Observed that all doors are in the process of b... <input type="button" value="Add Comment"/>

**Manage Permit - BR16-00194**

**Address:** 420 MILLER LANE

### Record Only Record View

**Permit Details**

- Application Form v.1
- Permit Fee v.1
- Plan Review v.1**
  - HSP Initial Site v.1
  - Submittal Initial v.1
  - Assign Reviews (RA) v.1
  - Sent Comments v.1
- Issue Permit v.1
  - Daily Customer v.1
  - Collect Fees v.1
  - Issue Permit v.1
- Inspections v.1**
  - HSP Final Dining Inspection v.1
  - HSP Daily Pump Combo v.1
  - HSP Plumbing Rough v.1
  - HSP Pkg Final v.1
  - HSP Pkg Final v.1
  - HSP Pkg Final v.2
  - HSP Pkg Final v.2
  - HSP Electrical Final v.1
  - HSP Electrical Final v.1
  - HSP Electrical Final v.2
  - HSP Plumbing Final v.1
- Issue CO or CC v.1
  - CO or CC v.1

**Edit Inspection**

Inspection							
Inspection Number	EL-012903-2016	Request Date	6/1/2016	Request Time	12:00 AM	AM	
Inspection Type	Electrical Final	Schedule Start Date	6/1/2016	Schedule Start Time	8:00 AM		
Status	Canceled	Schedule End Date	6/2/2016	Schedule End Time	6:00 PM		
Date Entered	5/19/2016	Actual Start Date	6/2/2016	Actual Start Time	12:47 PM		
Comments		Actual End Date	6/2/2016	Actual End Time	12:47 PM		

Check Item Address Photos / Inspector Permits Contacts

+ Add Checked Item

Drop a value under each column to populate that column.

Check Item	Passed	Comments	Order
General Comments	Yes No		0

+ Add Step + Reorder Workflow

Last changed by Service Creation on Monday, October 03, 2016 3:01

[illegible]



## Service Agreement

This Service Agreement (hereinafter "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Regency Home Care, with its principal business office at 1633 Mt Vernon Rd, Suite 200, Dunwoody, GA 30338 (hereinafter "RHC") and \_\_\_\_\_ (Hereinafter "Financially Responsible Party" or "FRP")  
Printed Name of the Financially Responsible Party  
 whose principal residence and phone no. are:

<small>Address</small>	<small>Street</small>	<small>City</small>	<small>Zip</small>	<small>Phone No.</small>
------------------------	-----------------------	---------------------	--------------------	--------------------------

Person(s) Receiving Care (hereinafter "Client"): \_\_\_\_\_  
Printed Name of the Person(s) Receiving In-Home Attendant Care Services

Address: \_\_\_\_\_  
Address Street City Zip Phone No.

**PURPOSE OF AGREEMENT:** The purpose of this Agreement is to set forth the terms and conditions under which RHC will provide Personal Care Services and or Companion/Sitter Services to the Client.

**1. DATE OF REFERRAL:** \_\_\_\_\_ **SOURCE OF REFERRAL:** \_\_\_\_\_

**2. DATE OF INITIAL CONTACT WITH CLIENT OR RESPONSIBLE PARTY FOR SERVICES:** \_\_\_\_\_

**3. DESCRIPTION OF SERVICES CLIENT CLAIMS HE OR SHE NEEDS (in Client's own words):** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. DESCRIPTION OF SERVICES REGENCY WILL PROVIDE FOR CLIENT:**

- ☐ Personal Care Services
 ☐ Companion/Sitter Services
 ☐ Transportation

**5. AS PART OF PERFORMING THE REQUIRED SERVICES:**

**FRP Initials:**

- a. Are RHC employees to have any access to use of client funds, including credit cards? ☐ Yes ☐ No \_\_\_\_\_  
 b. Are RHC employees to have any access to the client's car? ☐ Yes ☐ No \_\_\_\_\_

**6. FREQUENCY AND DURATION OF SERVICES TO BE PROVIDED:**

Services will be provided to Client seven (7) days per week on a 24 hour basis.

**7. COST OF SERVICES**

The monthly fee for these services is \$\_\_\_\_\_ to be paid in advance at the beginning of each month. The first month may be pro-rated so that all subsequent monthly fees are due as of the 1<sup>st</sup> day of each month.

The monthly fee includes up to four (4) transportation services on behalf of the client in a RHC vehicle or a RHC Employee's vehicle per month. This is limited to a combined ten (10) hours and 50 miles per month. Any services beyond that will be billed at an hourly rate of \$20 per hour for the caregiver and \$0.60 per mile for use of the vehicle. This transportation service is for non-medical use only. Typical examples might be for doctor or rehab visits as well as various social activities.

**8. CLIENT'S RIGHTS AND RESPONSIBILITIES:** Client/Responsible Party certifies Client has received a copy of the Client's Rights and Responsibilities form, which is incorporated as a part of this agreement, provided by Regency.

Client/Responsible Party Signature: \_\_\_\_\_

**9. PROVIDER CONTACT INFORMATION:** If the Client/Responsible Party needs additional information, has questions, or wants to lodge a complaint concerning services provided by Regency or its employees, Client/Responsible Party should contact Regency's Administrator at the following telephone number: (678) 999-2446.

**10. STATE OF GEORGIA COMPLAINT TELEPHONE NUMBERS:** Client/Responsible Party can call the Health Care Section of the Health Care Facility Regulation division for information or questions about Regency Home Care concerning a possible violation of licensing requirements that was not resolved to the client's satisfaction by calling (404) 657-5850 for information about licensing requirements.

The telephone number for Client/Responsible Party to call to lodge complaints about provider services is (404) 657-5728.

**11. SCHEDULE CHANGES:** A client has the right to cancel the service agreement at any time and shall only be charged for services actually rendered to the time the client leaves the premises. The monthly fee for a partial month will be calculated in full day increments including the day the client vacates the premises. Any refund due will be returned to the client within ten (10) business days.

**12. CHOICE OF LAW, VENUE AND WAIVER OF JURY TRIAL:** All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the United States, State of Georgia without regard to principles of conflicts of laws. The parties agree that the sole venue for enforcement of any provision of this Addendum shall be in the federal and state courts of DeKalb County, Georgia.

"NOTICE: BY SIGNING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GEORGIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE GEORGIA ARBITRATION CODE. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE GEORGIA ARBITRATION CODE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE GEORGIA ARBITRATION CODE TO NEUTRAL ARBITRATION."

For RHC: \_\_\_\_\_ Initials

Financially Responsible Party Initials: \_\_\_\_\_ Initials

**13. AUTHORIZATION FOR RELEASE OF INFORMATION:** For those issues concerning RHC's delivery of its services to the Client and the Client's care and condition, the Client authorizes appropriate members of RHC's staff to discuss with medical professionals, or other health care providers, information related to the Client's care and condition. Client/Responsible Party: \_\_\_\_\_

**14. HOLIDAYS:** Recognized holidays are New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There will be no additional charges for services rendered on these recognized holidays.

**15. FEES AND CHARGES:** The charges for RHC services are noted above in item 7. Services rendered will be determined in full day (24 hour) increments or portion thereof using a daily rate of \$\_\_\_\_\_ based on a 30 day month. The monthly service fee is due on the 1<sup>st</sup> day of each month. A Pro-rated Monthly Fee may be payable upon moving into the home and beginning services based on the daily fee noted above. The Client will be charged a late fee of \$25 per day for each day until the month's fee is paid in full. Should the client move out before the end of the month, the refund will be determined on the same basis with the funds to be reimbursed within ten (10) business days.

**16. CONFIDENTIALITY:** The information provided herein is deemed confidential and neither party will disclose such information to any third party without the other party's prior written approval.

**17. TERM OF AGREEMENT:** The term of this Agreement shall commence on the date indicated above, and, unless terminated earlier as provided herein, shall terminate upon notice, either verbal or written, by the Financially Responsible Party to RHC management personnel. Such notice is required to be given at least 24 hours in advance, except in case of the Client's death.

**18. NON-WAIVER:** No waiver of any condition or covenant contained in this Agreement, or failure to exercise a right or remedy by either of the parties hereto, shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

**19. CONSTRUCTION:** Throughout this Agreement, the use of the singular shall be construed to include the plural and vice versa. The use of any gender shall include all genders, whenever required by the context.

**20. HEADINGS:** The headings, titles, and subtitles are inserted solely for convenient reference and shall be ignored in any construction of this agreement.

**21. SEVERABILITY OF PROVISIONS:** If any provision of this Agreement is held to be illegal or invalid by any court of law, or arbitrator, in a final decision from which there is no appeal is or can be taken, such provisions shall be deemed modified to eliminate the invalid element. As so modified, such provision shall be deemed a part of this Agreement as though originally included herein. The remaining provisions of this Agreement shall not be affected by such modification.

**22. GOOD FAITH:** The parties agree to perform all of the duties and obligations set forth in this Agreement utilizing good faith business practices and decisions as it may affect the other party.

**23. FINANCIAL RESPONSIBILITY:** The Financially Responsible Party agrees to promptly pay RHC in full for all and any services as indicated in this Agreement rendered on behalf of the Client by RHC. In the event it becomes necessary to collect this account due to non-payment, the Financially Responsible Party agrees to pay all costs incident thereto, including reasonable attorney's fees. In the event the Financial Responsible Party issues RHC a check which is returned as a Non-Sufficient Funds (NSF) check, the Financial Responsible Party agrees to pay RHC \$35.00 as a NSF fee. Both parties agree that these charges represent a fair and reasonable estimate of the costs RHC may incur because of the Financial Responsible Party/Client's NSF payment.

**24. TERMS AND CONDITIONS ADDENDUM:** The Financial Responsible Party has read the Terms and Conditions Addendum to this Agreement, understands it, and agrees to adhere to the terms thereof. Failure to follow the terms of the Addendums to this Agreement shall constitute a breach of this Agreement and shall not release the Client or his/her Financially Responsible Party from financial responsibility of fees, services and or, damages to Regency Home Care.

**25. ENTIRE AGREEMENT:** All prior written or oral agreements between the parties are incorporated in this agreement which constitutes the entire Agreement. Its terms are intended by the parties as a final expression of their Agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. Any amendments to this Agreement shall be null and void unless in writing, attached hereto, identified as an amendment or addendum to this Agreement, signed, and dated by all parties or their respective agents.

The parties understand and agree to be bound by the terms and conditions as set forth herein and all addendums attached hereto.

Client(s)

Signature

Date

Printed Name (Same as Signature Above)

Signature

Date

Printed Name (Same as Signature Above)

Financially Responsible Party:

Signature

Date

Printed Name (Same as Signature Above)

For Regency Home Care:

Signature

Title

Date



## CITY OF DUNWOODY

41 Perimeter Center East, Suite 250 Dunwoody, GA 30346  
Phone 678 382-6700 FAX 770-396-4705

### OCCUPATIONAL TAX INVOICE

NO. 2839

**THIS IS NOT A LICENSE**

ACCOUNT# 2839

EFFECTIVE DATE: 01/01/2015  
EXPIRATION DATE: 12/31/2015

REGENCY HOME CARE OF N. ATL  
EWS ASSOCIATES LLC  
1633 MT. VERNON RD  
STE 200  
DUNWOODY GA 30338

Message:

PLEASE RETURN THIS APPLICATION WITH CORRECT FEE(S) ON OR BEFORE APRIL 15TH.

IF THERE IS AN ENTRY IN THE PRIOR YEAR BALANCE FIELD, PLEASE ADD OR SUBTRACT FROM YOUR CURRENT YEAR PAYMENT.

**INSTRUCTIONS FOR ACCOUNT CHANGES OR CLOSING OF ACCOUNT:**

IF YOU ARE NO LONGER IN BUSINESS OR DO NOT WISH TO RENEW THIS LICENSE WITH THE CITY OF DUNWOODY, PLEASE SO INDICATE ON THIS FORM (IN WRITING) OR BY SEPARATE LETTER. BE SURE TO REPORT YOUR GROSS RECEIPTS AND FILE YOUR "FINAL" BUSINESS & OCCUPATION TAX RETURN FOR THE PERIOD WHICH YOU LAST CONDUCTED BUSINESS. (A Business & Occupation Tax Return Form will be provided upon request)

IF THERE IS A CHANGE IN YOUR BUSINESS NAME, MAILING ADDRESS OR SITE ADDRESS, PLEASE MAKE NOTE ON THIS FORM.  
(FOR A "BUSINESS NAME" CHANGE, PLEASE PROVIDE AN UPDATED COPY OF YOUR STATE OF GEORGIA BUSINESS FRANCHISE CERTIFICATE)

IF BUSINESS IS NOW UNDER NEW OWNERSHIP, LICENSES ARE NON-TRANSFERRABLE (IT WOULD BE NECESSARY FOR THE NEW OWNER TO CONTACT THE CITY OF DUNWOODY TO MAKE APPLICATION). IF YOU HAVE SOLD YOUR BUSINESS, PLEASE PROVIDE THE NAME AND ADDRESS OF THE NEW OWNER, AND THE DATE YOU LAST CONDUCTED BUSINESS

↓ SIGN, DATE AND RETURN BOTTOM PORTION WITH PAYMENT MADE PAYABLE TO "CITY OF DUNWOODY" ↓

### CITY OF DUNWOODY OCCUPATIONAL TAX INVOICE

NO. 2839

41 Perimeter Center East, Suite 250 Dunwoody, GA 30346 Phone 678 382-6700 FAX 770-396-4705



EFFECTIVE DATE: 01/01/2015  
EXPIRATION DATE: 12/31/2015

ACCOUNT# 2839

REGENCY HOME CARE OF N. ATL  
EWS ASSOCIATES LLC  
1633 MT. VERNON RD  
STE 200  
DUNWOODY GA 30338

FEE TYPE	AMOUNT	FEE
TAX CLASS 05 EMPLOYEE	37.00	444.00
TAX CLASS 05 RECEIPTS	1,121,556.00	727.02
BASE FEE	0.00	125.00
Total License Fee		1,296.02
Interest		0.00
Penalty		0.00
Payments/Credits		( 1,296.03)
Prior Year Balance		0.00
TOTAL DUE		( 0.01)

# STATE OF GEORGIA

**Secretary of State**

**Corporation Division**

**315 West Tower**

**#2 Martin Luther King, Jr. Dr.**

**Atlanta, Georgia 30334-1530**

## **CERTIFICATE OF ORGANIZATION**

I, Brian P. Kemp, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

### **AMERICAN RESIDENTIAL INVESTMENT MANAGEMENT LLC**

**a Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **August 29, 2012** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on August 29, 2012

Brian P. Kemp

Secretary of State

August 29, 2012

**ARTICLES OF ORGANIZATION  
FOR GEORGIA LIMITED LIABILITY COMPANY**

**The name of the Limited Liability Company is:**

AMERICAN RESIDENTIAL INVESTMENT MANAGEMENT LLC

**The principal mailing address of the Limited Liability Company is:**

4355 Cobb Parkway Suite J #459  
Atlanta, GA 30339

**The Registered Agent is:**

Jacqueline Marcucci  
340 Interstate North Parkway , Suite 300  
Atlanta, GA 30339

**County:** Cobb

**The name and address of each organizer(s) are:**

Donald W. Britt  
4355 Cobb Parkway Suite J  
#459  
Atlanta, GA 30339

**The optional provisions are:**

No optional provisions.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date set forth below.

**Signature(s):**

Member/Manager, Donald W. Britt

**Date:**

August 29, 2012

## 2015 Occupational Tax Certificate Application

Out of Town Contractor: ☒ Yes ☐ No

License#: \_\_\_\_\_

(please use physical job site address for address location)

**\*\*The issuance of an occupation tax certificate does not exempt you from complying with all zoning, building, and development code regulations of the City of Dunwoody.\*\***

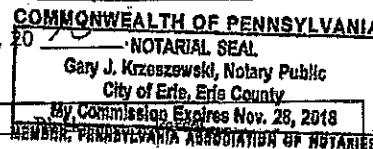
Business Information	Business Name: <u>Senior Shared Housing of Dunwoody, LLC</u>		DBA Name: <u>N/A</u>
	Dominant Business Activity: <u>Landlord</u>		NAICS Code: _____
	Address/Location: <u>5 W. 10th St., Suite 300</u>		Telephone Number: <u>814-866-2919</u>
	Bill To/Mailing Address: _____		
Contact Information	City: <u>Erie</u>	State: <u>PA</u>	Zip: <u>16501</u>
	Ownership Type: <input type="checkbox"/> Association <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Single Owner <input checked="" type="checkbox"/> LLC		
	Applicant's Name: <u>Senior Shared Housing of Dunwoody, LLC</u>		Owner/Agent's Name: <u>Mark Rizzo / JP Galar</u>
	Owner/Agent's Address: <u>5 W. 10th St., Suite 300</u>		
	City: <u>Erie</u>	State/Zip: <u>PA 16501</u>	Email: <u>JDellare@seniorshared.com</u> <u>Mark.Rizzo@seniorshared.com</u>
	***Applicant must provide copy of valid Georgia driver's license or other governmental issued photographic identification with application (Passport, Military ID, or Georgia driver's license).		
	Will this be based out of your home? (yes/no) <u>No</u>		
	***If "yes" you must attach a "Home Based Supplemental Form" to this application.		
	Will your business be an adult entertainment establishment (sexually oriented business) as defined by the Dunwoody City Code or does (will) it offer any form of adult entertainment? (yes/no) <u>No</u>		
	Has the owner, applicant, the stated business, or any legally or organizationally related entity had a business occupation tax certificate denied, suspended, or revoked within the past twelve (12) months? (yes/no) <u>No</u> ***If yes, attach written explanation.		
Georgia Open Records Act prohibits public viewing of gross receipts. The public may view other information on this form.			
2015 Projected Actual Dunwoody and Georgia Gross Receipts \$ <u>75,000</u> - \$20,000 X _____ \$ <u>55,000</u>			
Employee Fee (at least one, includes owner/operator) # <u>2</u> X _____ \$ _____			
Base Fee of \$125.00. (except for professionals paying optional \$400) <u>\$125.00</u>			
Total Amount Due or Professional Option. (\$400 per practitioner only if allowed by O.C.G.A.) <u>\$250.00</u>			
<b>**Make check payable to the City of Dunwoody. Please mail to 41 Perimeter Center East, Ste 250, Dunwoody, GA 30346**</b>			

This application must be executed under oath and notarized. I, Mark Rizzo, do solemnly swear that the information on this application is true, correct to the best of the applicant's knowledge, training, and ability, and that no false or misleading statement is made herein to obtain a business occupation tax certificate. I understand that if I provide false or misleading information in this application I may be subject to criminal prosecution and/or immediate revocation of my business occupation tax certificate issued as a result of this application. I understand that I must comply with all city ordinances and regulations. I hereby agree to provide clearance(s) and/or inspection report(s) required prior to issuance of a business occupation tax certificate. All tax certificates expires December 31<sup>st</sup> and must be renewed annually.

Signature Mark Rizzo Position CEO Date 8/12/15

Sworn to and subscribed before me this 21<sup>st</sup> day of AUGUST, 2015

Notary Public Signature/Seal \_\_\_\_\_



OFFICE USE ONLY:		Class	Type	H.O.P.	District	Lot
Zoning:	Approved by	Denied by		Date	Denial Reason	
Pending Items:	C.O.	Fire	Health	Sanitation Service	State License	Insurance
Business License Items:	Primary ID#	Owner's ID#		Bill to ID#		

The information in addition to the business license we need in narrative form is as follows:

1. The types of activities that will occur in conjunction with the use;

It is a rental house where four unrelated seniors reside. Given that our residents generally have disabilities, it is likely that they will receive support services; however, Senior Shared Housing has no ability to dictate the decision to receive services or the agency through which those services would be provided. Furthermore, Senior Shared Housing has no financial relationship with any senior service providers.

2. The types of equipment and processes to be used;

There is no equipment involved. Senior Shared Housing provides a month-to-month lease to the seniors. Included in this lease are lawn care services, maintenance services, taxes, utilities, and a budgeting service for meals and personal supplies. Senior Shared Housing does not provide home care, personal care, or nursing services. If a senior/resident is in need of home care services to live in the community, it is their responsibility to secure those services.

3. The existence, number and frequency of residents, customers or employees;

Senior Shared Housing never rents to more than 4 seniors in a home. These four senior residents regularly receive visitors. Due to the needs of the seniors, home care services are expected, though these are independently contracted. Volume should not differ significantly from other residents in the community.

4. Parking demands associated with the use; and

The four senior residents regularly receive visitors. Due to the needs of the seniors, home care services are expected, though these are independently contracted. Volume should not differ significantly from other residents in the community.

Residents are free to retain their own vehicle at the property with the permission of Senior Shared Housing, but given the nature of the senior residents, most do not.

5. Other factors deemed relevant to a use determination.

The residence is a shared household between never more than 4 seniors. These 4 seniors form what we refer to as a "Cooperative Family". They, and their designated representatives, make decisions about many different aspects of their life and living in the community. Seniors Shared Housing provides them the housing necessary to remain fully integrated in the community, regardless of their disability.

## Atlanta Nursing Home Alternative

### Residences By Regency

#### Rooms Curenly Available!

Regency's commitment to providing quality care and maintaining respect, hope, and dignity for seniors is why we created Residences by Regency as an alternative to nursing home placement. When care needs become too great to remain living alone safely, Residences by Regency allows older adults to receive the 24 hour senior care they need, in a personalized, family-like environment. If you need to discharge a senior from your facility during this holiday season, we will answer your call.

- Rooms currently available in an actual home environment
- 1:4 care ratio, 24/7 supervision
- Private pay only, no third party payment
- Typical admission profile: dementia, hands on assistance with ADLs, high level care needs (including lifting/transferring)

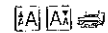


If you're looking for a memory care facility for a client with Alzheimer's disease, or have a patient who would prefer a nursing home alternative? Residences By Regency is a safe, secure 24 hour senior care community with all the comforts of home. We accept evening, weekend, and holiday admissions, which means our care staff can assist you whenever long term senior care needs arise.

Want to learn more about Residences by Regency's services and amenities? Call us at 404.205.8368 or fill out our contact form.

### CARE SOLUTIONS FOR LIFE

Call Today At 678.999.2446



### CONTACT US TODAY

First \*

Last \*

Phone

Email \*

Comment

Captcha

OXFORD

OXFORD

Type the text

[Privacy & Terms](#)



Submit

### Video

Lou and Rita  
(a couple) sharing their  
experiences in a home

### Video

brief discussions  
with current residents

Printable Residences  
by Regency Resources

Download the  
Residences by  
Regency Brochure

Online Resources  
for Seniors and  
Family Members

## NEWSLETTER SIGN-UP

Name

Email

Subscribe

### CONTACT:

Phone: (678) 999-2446  
Fax: (770) 551-0675

1633 Mount Vernon Road,  
Suite 100  
Atlanta, GA 30338

### FOLLOW US:



RETURN TO TOP OF PAGE

Copyright © 2016 · Regency Home Care · Built By corecu

## Tom LaPenna

---

**From:** Erich Schuetz <Erich@regencyhcg.com>  
**Sent:** Friday, May 27, 2016 1:55 PM  
**To:** Tom LaPenna  
**Subject:** Move Status

Tom, this is to inform you of our intent to move from the home at 5203 Mt Vernon Way on Friday, June 3<sup>rd</sup>. We have planned on this as much as two weeks earlier but have been delayed in the building inspection process on the remodeling of our new home. We do not have the final release and CO as yet but have called for the final inspection today and would expect to get the CO the beginning of next week.

Thank you for your patience in this transition process.

Erich Schuetz  
President / Owner  
Regency Home Care of North Atlanta  
1633 Mt Vernon Rd, Suite 100  
Atlanta, GA 30338  
(678) 999-2446 Office  
(404) 513-3055 Cell  
(770) 551-0675 Fax  
[Erich@RegencyHCGA.com](mailto:Erich@RegencyHCGA.com)

## Tom LaPenna

---

**From:** Mauny Tabar <mauny@rootedcapitalco.com>  
**Sent:** Tuesday, May 31, 2016 12:34 PM  
**To:** Tom LaPenna  
**Subject:** FW: Move Status

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

Hi Tom,

Hope you had a nice weekend. Below is the latest update we received from Erich and he mentioned that you were working on an extension on the hearing. Can you please confirm the extension and let us know the update court date and time?

Thanks,

Mauny Tabar

**From:** Erich Schuetz [<mailto:Erich@regencyhcgga.com>]  
**Sent:** Friday, May 27, 2016 10:56 AM  
**To:** Mauny Tabar <[mauny@rootedcapitalco.com](mailto:mauny@rootedcapitalco.com)>; 'Karl Peterson' <[karl@ccghomes.org](mailto:karl@ccghomes.org)>  
**Subject:** FW: Move Status

FYI

**From:** Erich Schuetz  
**Sent:** Friday, May 27, 2016 1:55 PM  
**To:** 'tom.lapenna@dunwoodyga.gov' <[tom.lapenna@dunwoodyga.gov](mailto:tom.lapenna@dunwoodyga.gov)>  
**Subject:** Move Status

Tom, this is to inform you of our intent to move from the home at 5203 Mt Vernon Way on Friday, June 3<sup>rd</sup>. We have planned on this as much as two weeks earlier but have been delayed in the building inspection process on the remodeling of our new home. We do not have the final release and CO as yet but have called for the final inspection today and would expect to get the CO the beginning of next week.

Thank you for your patience in this transition process.

Erich Schuetz  
President / Owner  
Regency Home Care of North Atlanta  
1633 Mt Vernon Rd, Suite 100  
Atlanta, GA 30338  
(678) 999-2446 Office  
(404) 513-3055 Cell  
(770) 551-0675 Fax  
[Erich@RegencyHCGA.com](mailto:Erich@RegencyHCGA.com)

## Tom LaPenna

---

**From:** Erich Schuetz <Erich@regencyhcga.com>  
**Sent:** Monday, February 15, 2016 9:59 AM  
**To:** Tom LaPenna  
**Subject:** FW: 5203 Mt Vernon Way  
**Attachments:** image.pdf

Tom, it was a pleasure to catch up with you today regarding the zoning situation for 5203 Mt Vernon Way. As I indicated to you I have directed Alston & Bird to terminate the agreement to represent both Senior Shared Housing as well as myself. It has become patently clear that they cannot represent my best interest along with that of SSH. As a result the attached document was forwarded to them and SSH as of February 8, 2016. Do share this with Mr. Riley.

You indicated that the next court date is set on February 17<sup>th</sup> at 2PM. Although I do not have any formal document to that fact, please forward one to my attention so I can be sure to be present.

I am a 30 year resident of Dunwoody and established my business here in Dunwoody seven years ago. I can assure you that I would never have done anything to jeopardize my relationship with the community. I am quite frustrated with this outcome that could have been avoided if the proper legwork had been done at the very outset. Due to my relationship with SSH at the time I was clearly told that this was taken care of, and that they would take full responsibility for dealing with the city.

Given the circumstances I can assure you I will do everything in my power to have my clients placed in a new home before the end of the 90 day period I have been told the City accepted as a solution to this citation. At this time I do not know the specifics of what that will be.

Thank you again for your time.

Sincerely,  
Erich Schuetz

Locksmith, Inc d.b.a. Adrian Security Co

P O Box 1796

Loganville, GA 30052 US

770-483-7312

steve@adriansecurity.com

www.adriansecurity.com

## Invoice



**BILL TO**

City of Dunwoody  
41 Perimeter Center East  
Suite 250  
Dunwoody, GA 30346

**SHIP TO**

Nature Center

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
37942	11/13/2016	\$215.00	11/23/2016	Net 10	

Please detach top portion and return with your payment.

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/01/2016	Service Call	1	85.00	85.00
11/13/2016	Men's room Open & repair, Checked women's room	2	65.00	130.00
BALANCE DUE				<b>\$215.00</b>

We Appreciate Your Business

## Tom LaPenna

---

**From:** Donna Geisinger <dgeisinger@rileymclendon.com>  
**Sent:** Wednesday, January 13, 2016 3:52 PM  
**To:** Tom LaPenna  
**Subject:** FW: Dunwoody: Senior Shared Housing and Erich Schuetz  
**Attachments:** Letter to Bill Riley, Dunwoody City Solicitor.pdf  
  
**Importance:** High  
  
**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

Tom, here is the letter you requested. Donna

Donna Geisinger  
Assistant to William Riley  
RILEY McLENDON, LLC  
Work Cell: 678-280-4964  
Main Office: 770-590-5900  
eFax: 770-573-6506  
Paper Fax: 770-590-0400  
[dgeisinger@rileymclendon.com](mailto:dgeisinger@rileymclendon.com)  
315 Washington Avenue  
Marietta GA 30060

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION WHICH IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, PLEASE BE NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF THIS COMMUNICATION HAS BEEN RECEIVED IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY BY TELEPHONE AT 770-590-5900, AND DESTROY THE MESSAGE AND ANY ATTACHMENTS. THANK YOU.

---

**From:** Babcock, Sarah [<mailto:Sarah.Babcock@alston.com>]  
**Sent:** Wednesday, January 13, 2016 10:04 AM  
**To:** [briley@rileymclendon.com](mailto:briley@rileymclendon.com)  
**Cc:** Massey, Clay  
**Subject:** Dunwoody: Senior Shared Housing and Erich Schuetz

Bill,

Please see the attached correspondence.

Thank you,  
Sarah

Sarah Babcock | Alston & Bird, LLP  
1201 West Peachtree Street | Atlanta, GA 30309  
T: 404-881-7632 | F: 404-253-8132 | [sarah.babcock@alston.com](mailto:sarah.babcock@alston.com)

---

**NOTICE:** This e-mail message and all attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you are hereby notified that you may not read, copy, distribute or otherwise use this message or its attachments. If you have received this message in error, please notify the sender by email and delete all copies of the message immediately.

# ALSTON & BIRD LLP

One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424

404-881-7000  
Fax: 404-881-7777  
www.alston.com

Sarah Babcock

Phone: 404-881-7632

E-mail: sarah.babcock@alston.com

January 13, 2016

VIA U.S. MAIL and EMAIL

Bill Riley, Dunwoody City Solicitor  
Riley McLendon LLC  
315 Washington Avenue  
Marietta GA 30060  
briley@rileymclendon.com

Re: 5203 Mount Vernon Way, Dunwoody, Georgia 30338

Dear Bill:

After hearing from your office today, please disregard my January 12, 2016 letter to you on this matter and accept this letter in its place.

As you know, we represent Senior Shared Housing and Erich Schuetz in regard to the dispute over whether the property located at 5203 Mount Vernon Way (the "Property") constitutes a Personal Care Home under the City of Dunwoody's ("City") zoning ordinance. I appreciate you taking the time to speak with me Monday about this matter. As we discussed, the residents at the Property intend to vacate within 90 days, and Senior Shared Housing does not intend to place any further tenants at the Property. While my clients disagree with the City's position in this matter and continue to assert that the Property is not being operated as a Personal Care Home, Senior Shared Housing will take these steps in an effort to end the current dispute with the City.

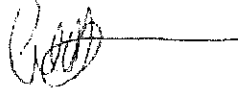
Based on my discussion with you, we understand that we will have a 90-day period to relocate the elderly tenants at the Property without prosecution of any pending or new citation against my clients for use of the Property as an alleged Personal Care Home while the tenants are being relocated. This includes a continuance or cancelation of the arraignment hearing against Mr. Schuetz currently scheduled for today, January 13, 2016. Based on my discussion with you, we also understand that the City Solicitor is willing to consider resolution of any citation pending against either Senior Shared Housing or Erich Schuetz related to the use of the Property as an alleged Personal Care Home once the Property is vacated.

January 13, 2016  
Page 2

Please respond with confirmation that this understanding is correct. We understand that Mr. Schuetz does not need to appear at today's arraignment hearing.

Please let me know if you would like to discuss further.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Sarah Babcock', followed by a horizontal line.

Sarah Babcock

cc: W. Clay Massey, esq.

**City of Dunwoody  
Code Enforcement  
Citation, Summons,  
Accusation / Warning**



Community Development  
Department  
41 Perimeter Center East  
Dunwoody, GA 30346

	Citation Number: <b>02462</b>	
Violator	NAME Last: <b>Schuetz</b>	First: <b>Erich</b> Middle: <b>W</b>
	Address: <b>2358 LITTLEHAWKE DR</b>	
	City: <b>Dunwoody</b>	State: <b>GA</b> Zip: <b>30338</b>
	D.O.B: <b>12/23/1945</b>	OLN: <b>028525060</b>
	Property: <input type="checkbox"/> Renter <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Other -	
Offense and Description	Offense A: <b>Uses Allowed in Residential Zones</b>	
	City Ordinance Violated: <b>27-57</b>	
	Description of Violation: <b>Group Living / Personal</b>	
	<b>Space Homes Require a Special</b>	
	Offense B: <b>LAND USE PERMIT TO be</b>	
Summons	City Ordinance Violated: <b>OBTAINED before</b>	
	Description of Violation: <b>OPERATING</b>	
	Reporting Officer: <b>TOM LA PENNA</b>	
	You are hereby ordered to appear in Dunwoody Municipal Court to answer this charge on the <b>29</b> day of <b>OCT</b> , 2015 at <b>10</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM in the Municipal Court at <b>41 Perimeter Center East - 1st Floor - Suite 103</b> in Dunwoody, GA 30346 • (678) 382-6973	
	<b>NOTICE: Please be advised that your failure to appear before the Municipal Court Judge on the above date and time WILL RESULT IN A BENCH WARRANT being issued for your arrest. It is imperative that you appear for your court date as assigned.</b>	
Signatures	Signature acknowledges service of this summons and receipt of copy of the same.	
	Signature: <b>Erich Schuetz</b>	Date: <b>9/15/15</b>
	The undersigned has just and reasonable grounds to believe, that the person named herein has committed the offense set forth, contrary to law.	
	Reporting Officer Signature: <b>Tom La Penna</b>	

FILE COPY



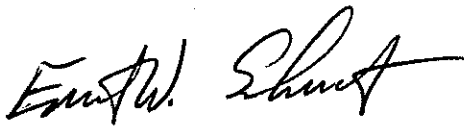
September 8, 2015

Initial City of Dunwoody Information Request:

- Regency Home Care provides care to clients choosing their services and is dependent on the individual care plans of those clients.
- Services provided in client's place of residence.
- Staffing patterns are dependent on individual care plans of consumers in the setting of care.
- Regency Home Care has a home care license. The level of care is dependent upon the individual client.
- One current client is taken to dialysis three times per week.
- Medical transportation van comes on an as needed basis as determined by the individual seniors, generally once or twice per week.
- Regency staff is all Certified Nursing Assistants as the licensing required for a caregiver delivering Personal Care in-home services in the State of Georgia.
- Regency has one or more nurses that oversee and provide various services to all home care clients.
- Regency Home Care does not provide medical or facility services.
- Regency Home Care does not provide housing to any clients. The house at 5203 Mount Vernon Way is provided by Senior Shared Housing.
- The residents in the home sign a month to month lease with Senior Shared Housing.

The following questions were asked as of Thursday, Sept. 3:

1. Who specifically, is their contract with in regards to the house at 5203 Mt. Vernon Way?  
Regency Home Care has no contract with Senior Shared Housing. The seniors have a month-to-month lease with Senior Shared Housing that is independent of any services separately chosen to be delivered through Regency Home Care.
2. Do they have a contract with the residents at 5203 Mt. Vernon Way?  
The seniors in the home are considered "clients" having signed the Residence Service Agreement attached to this document.
3. What, specifically, are the various services that you provide your clients?  
We provide many services as detailed in our attached brochures that are included under the licensing of home care agencies for personal services and companion services. We are in the process of adding nursing care to our license that will extend the level of care that we may provide.



Erich W. Schuetz  
Owner  
Regency Home Care of North Atlanta  
1633 Mt. Vernon Rd, Suite 200  
Dunwoody, GA 30338  
(678) 999-2446 Off  
(404) 513-3055 Cell

Attachments:  
Residences Service Agreement  
Regency Home Care of North Atlanta Brochure  
Residences by Regency Brochure



<p><b>DUSTIN HOWELL</b> NOTARY PUBLIC Gwinnett County State of Georgia My Comm. Expires July 31, 2016</p>
---------------------------------------------------------------------------------------------------------------------------

## Tom LaPenna

---

**From:** Steve Foote  
**Sent:** Thursday, August 06, 2015 8:41 AM  
**To:** Tom LaPenna; Rebecca Keefer  
**Subject:** RE: Probable Zoning Violation

Thanks Tom.

Steve Foote, AICP  
Director of Community Development  
City of Dunwoody, Georgia  
678-382-6802 O  
[steve.foote@dunwoodyga.gov](mailto:steve.foote@dunwoodyga.gov)

---

**From:** Tom LaPenna  
**Sent:** Thursday, August 06, 2015 7:52 AM  
**To:** Steve Foote; Rebecca Keefer  
**Subject:** RE: Probable Zoning Violation

I am reaching out to the Erie, PA property owner again, today, to discuss the zoning SLUP that we feel is needed for the property.

Rebecca, met with Lenny regarding the property and was told we should issue a citation to the owner of Residences by Regency, Erich Shultz, the company providing the staff at the residence. I am not sure I agree, due to what the State of Georgia has sent to me.

According to the State of GA, (Elaine Wright, Director Personal Care Home Program) their investigation showed the residence is not subject to personal care home licensure.

The home is leased to separate individuals who choose to hire a licensed private home care provider to come in and provide any services the individuals need. The agency (Residences by Regency) who provides the services is licensed by the Healthcare Facility Regulation Division as a private homecare provider who contracts with each individual in the house.

There are only 4 non-related persons in the residence.

Tom

**Dunwoody**  
Smart people - Smart city

**Tom LaPenna**  
Code Compliance Official  
City of Dunwoody  
Board of Directors, Georgia Assn. of Code Enforcement  
41 Perimeter Center East, Suite 250, Dunwoody, GA 30346  
(678) 382-6807 direct  
(770) 355-5544 cell

(770) 396-4828 fax

---

**From:** Steve Foote  
**Sent:** Wednesday, August 05, 2015 2:49 PM  
**To:** Tom LaPenna; Rebecca Keefer  
**Subject:** FW: Probable Zoning Violation

Please provide an update on this. Thank you.

Steve Foote, AICP  
Director of Community Development  
City of Dunwoody, Georgia  
678-382-6802 O  
[steve.foote@dunwoodyga.gov](mailto:steve.foote@dunwoodyga.gov)

---

**From:** Jim [REDACTED]  
**Sent:** Wednesday, August 05, 2015 1:29 PM  
**To:** Mike Davis  
**Cc:** Jim Rittcher; Eric Linton; Steve Foote; Rebecca Keefer  
**Subject:** Re: Probable Zoning Violation

Pls advise actions taken regarding this situation. I have heard nothing from my councilman.

Numerous cars and rescue squad continues.

Residents who are voters like to know That someone is listening and taking action.

Jim Martin

Sent from my iPhone

On Jul 17, 2015, at 23:28, Mike Davis <[Mike.Davis@dunwoodyga.gov](mailto:Mike.Davis@dunwoodyga.gov)> wrote:

Agreed, zoning is Job #1. We will do everything we can as quickly as possible. With that said, I can tell you that it will take longer than you expect. I've learned that reacting without all the facts usually costs the city lots of money with unpleasant results.

---

On: 17 July 2015 13:29, "Jim" <[REDACTED]> wrote:  
Mayor, thank you for your response. At this moment, there are eight cars parked at this residence. I have photos. This happens virtually every day.

As you know, zoning is one  
Of the most important functions of local government. I urge to to expediently solve this problem by enforcing the ordinance.

Jim Martin.

Sent from my iPhone

On Jul 16, 2015, at 7:24 AM, Mike Davis <[Mike.Davis@dunwoodyga.gov](mailto:Mike.Davis@dunwoodyga.gov)> wrote:

Dear Mr. Martin,

We have been alerted to this situation and are investigating it now. I can't speak to any of the allegations at this point while our people are looking into it.

Thank you for letting us know.

Regards,

**Mike Davis**

Mayor  
City of Dunwoody  
41 Perimeter Center East  
Dunwoody, Georgia 30346  
678.382.6700 (Main)  
404.396.4655 (Fax)

*Please consider the environment before printing this email.*

On Jul 15, 2015, at 1:27 PM, James Martin [REDACTED] wrote:

Sir,

I am writing to formally complain about a zoning violation at 5203 Mount Vernon Way, a residence that is currently zoned Single Family Residential.

This property was recently sold, and the current owner is renting space for at least four residents that require special care assistance. These residents have personal care assistants, and numerous visitors on a daily basis. At the present time, there are SEVEN visitor/worker vehicles parked in the driveway, and also on the street.

Clearly, this is a "personal care" home, and as such, is not in compliance with zoning. As a almost forty year resident at my home on Mount Vernon Way, I must object and insist that the City investigate, and if this property is in violation, that the City take immediate steps to rectify the situation. At your request, I can forward numerous dated photographs of vehicles at this location.

Please communicate to me at your earliest convenience the City's investigation and actions.

James S. Martin  
770-335-3270

# Dunwoody

Smart people – Smart city

## Case Information

**Date** 7/13/2015  
**Case Number** 20140418  
**Case Initiation Date** 7/13/2015  
**How was this case reported?** Staff Generated  
**Complainant Name**  
**Complainant Address 1**  
**Complainant Address 2**  
**Complainant City, State** Dunwoody, GA  
**Complainant ZIP** 0  
**Complainant Email Address**  
**Complainant Phone Number**  
**Complaint Description** Personal care home in residential zoning  
**Complaint Type** Zoning  
**Site Owner** Community Capital Group LLC  
**Site Address 1** 5203 Mount Vernon Way  
**Site Address 2**  
**Site City, State** Dunwoody, GA  
**Site ZIP Code** 30338  
**Last Action Taken** Citation issued  
**Does a Violation Exist?** Yes  
**Code Section** 27-57 , 10-3  
**Status** Pending Court Action  
**Case Completion Date**  
**Tough Case?** yes  
**Follow-up Deadline** 10/29/2015  
**Assigned To** Tom LaPenna

## Property Information

Parcel#: 18 375 03 018  
 COMMUNITY CAPITAL GROUP LLC  
 5203 MOUNT VERNON WAY  
 R-100

## Owner Information

COMMUNITY CAPITAL GROUP LLC  
 5203 MOUNT VERNON WAY  
 DUNWOODY, GA 30338

## Violations

**Date**  
 7/13/2015

**Violation**  
 Zoning 27-57 Group Living SLUP Required

**Notes****Status**

Open

## Case History

**Date****Type****Description**

7/13/2015

Activity

Investigate Complaint: Referred case to zoning. House is staffed by Residences by Regency, Erich W. Shultz, owner. 1633 Mt. Vernon Rd, Dunwoody. Home is owned by Senior Shared Housing, Erie, PA. Martin Rizzo, 814-449-8724.

7/13/2015

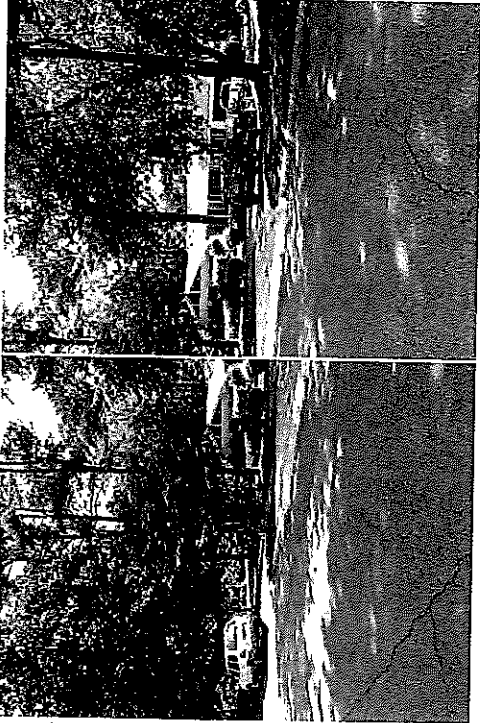
Activity

Search for property owner/tenant: Left VM for Mr. Rizzo concerning the SLUP needed.

7/16/2015

Activity

Search for property owner/tenant: Waiting for callback from Mr. Rizzo

7/17/2015	Activity	Investigate Complaint: Called Elaine Wright from State of GAS. Personal Home Care Division 404-657-5856. Out of office, will return Monday 7/20
7/17/2015	Activity	Investigate Complaint: Called Elaine Wright 404-657-5856. State to visit home Thursday. She will get back with me after visit
8/4/2015	Activity	Investigate Complaint: Left second message for Mr. Rizzo and left my cell#
8/13/2015	Activity	Investigate Complaint: Meet with home care service provider with Rebecca Keefer. Spoke with JD Collar of Senior Shared Housing , Erie, PA about obtaining an OTC application from the City for the property.
8/13/2015 11:53:04 AM	Document	
8/13/2015 11:53:04 AM	Document	
8/14/2015	Activity	Investigate Complaint: Sent information for use determination by zoning and OTC forms to JD Collar Senior Shared Housing.
8/14/2015	Activity	Investigate Complaint: Have not received forms yet for business license and zoning information
8/18/2015	Activity	Investigate Complaint: JD Collar, Exec. VP 513-582-8089, jdcollar@seniorshared.com. Left VM and also emailed JD Collar.
8/24/2015	Activity	Check for Compliance: Application received yesterday 8/25 by email, check with fee in mail
8/26/2015	Activity	Check for Compliance: Zoning will be reviewing for compliance. Zoning will probably need more information to make a determination. This now a zoning decision regarding the property.
9/9/2015	Activity	Search for property owner/tenant: meeting with City Planner and Asst. City attorney
9/15/2015	Activity	Attend Court:
9/15/2015	Activity	Issue Citation:

and/or (f) Tenant is not physically present in the Premises for a continuous period exceeding 20 calendar days, regardless of payment and compliance with all other terms in this Agreement.

By initialing below, Tenant acknowledges and agrees to the provisions in this Agreement with respect to the duration and termination of the tenancy.

TENANT'S INITIALS: JA X

## 2. Rent; Move-In Fee

Rent is payable in a monthly amount of \$1,500.00 Dollars ("Monthly Rent") on the 1<sup>st</sup> day of each month, except that the Monthly Rent for the first full month is payable on execution of this Agreement by Tenant. If Tenant does not pay Monthly Rent on the 1<sup>st</sup> day of each month, Tenant will be charged a late fee of \$35.00 per day, for each day until that month's Monthly Rent is paid in full. A fee of \$35.00 will be assessed for any check returned for any reason. Tenant and Guarantor are personally responsible for payment of the Monthly Rent and all applicable fees. Landlord may increase Monthly Rent by no more than ten (10%) percent in any calendar year without the written consent of Tenant. Landlord shall provide 30 days' written notice to Tenant of any increase in Monthly Rent. Landlord will increase and decrease the Monthly Rent at the beginning of each calendar year based on the increase or decrease of Tenant's monthly income sources (i.e. Social Security, Pension, etc.). Landlord will require, and Tenant consents to provide, bank account statements and any other relevant documentation to substantiate income and assets.

A one-time, non-refundable move-in fee in the amount equal to the Monthly Rent, or \$1,000, whichever is greater, is due upon Tenant's signing of this Agreement.

No payment by Tenant or receipt by the Landlord of any part of the Monthly Rent shall be deemed to be other than "on account" of the Monthly Rent, nor shall any endorsement on any check or any letter accompanying such payment of rent be deemed an accord and satisfaction or "payment in full." Landlord may accept such a partial payment without prejudice to the Landlord's rights to collect the balance of the Monthly Rent.

Tenant shall be deemed to occupy the Premises if at any time during a month Landlord is not able to rent the Premises due to the failure of Tenant to completely vacate and remove all personal property from the Premises. If the Agreement has been terminated, Landlord shall have the right to remove Tenant's belongings from Premises at Tenant's expense following five business days' notice of Landlord's intent to exercise this right. Landlord may also assess a reasonable storage fee for storing such personal property. The personal property shall be stored at Tenant's exclusive risk; Landlord shall have no liability for damage, theft, or loss to personal property left in the Premises.

## 3. Services

Tenant understands that the Premises is a home intended for use by individuals needing extensive personal care and other home care and medical services; however, such services must be procured independently from this Agreement. Landlord does not provide nor guarantee that such services will be provided. Tenant is responsible for contracting directly with a provider for such care and services. Tenant acknowledges that Tenant has no expectation that Landlord will provide them. Tenant agrees to contract with an appropriate home and community based care provider to ensure that their medical and service needs are met where appropriate. **Without limitation, the Monthly Rent shall not be adjusted based on the presence or absence of such service with a particular provider, or in general.**

Tenant acknowledges the below disclosure of what is included and excluded from this agreement with regards to services and fees:

Included	Excluded
Private bedroom	Personal Care or other Professional/Medical Services
Utilities to include: Gas, Water, Electric, Garbage Collection, Shared Cable, Shared Phone	Personal Emergency Response System
Personal Supplies (toiletries, cleaning supplies, incontinence supplies), excluding adult diapers.	Home Support and Cleaning Services
Meal Supplies	Meal Preparation
Lawn Care	Pharmaceuticals
Snow Removal	Transportation
Property Taxes	Nursing and/or Nursing Supervision
	Emergency Preparedness and/or Generator Backup

Tenant acknowledges and agrees to the above terms.

TENANT'S INITIALS: YAS X

#### 4. Availability of Premises

- If Tenant takes possession of the Premises before the first day of the term of this Agreement, Tenant shall pay rent equal to one/thirtieth (1/30th) of the Monthly Rent multiplied by the number of days of the partial month Tenant occupied the Premises. All other provisions of this Agreement shall apply during such period.
- If Landlord cannot have the Premises ready for occupancy by the first day of the term of this Agreement, because in Landlord's determination, the Premises is not ready for occupancy, or because another tenant holds over, or for any other reason, Landlord shall not be liable to Tenant for damages. Tenant shall not be required to pay any rent until the Premises is available. If Landlord is not able to deliver possession to Tenant within thirty (30) calendar days after the first day of the term of this Agreement, Tenant may cancel the Agreement without any further obligation as Tenant's exclusive remedy.

#### 5. Tenant Obligations

Tenant shall appoint another individual as Tenant's agent ("Agent") under a General Durable Power of Attorney to act in Tenant's stead. Agent shall have the authority to make financial decisions for Tenant. Tenant shall provide Landlord with a copy of Tenant's General Durable Power of Attorney. Tenant hereby instructs the Agent to pay Landlord the Monthly Rent on a timely basis and to assist Tenant in complying with Tenant's obligation herein.

You agree to (a) not smoke and to prevent other persons in the Premises with your permission from smoking anywhere in the Premises, (b) refrain and forbid other persons in the Premises with your permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other part belonging to the Premises; (c) conduct yourself, and require other persons in the Premises with your consent, in a manner that will not disturb your co-tenants' and other neighbors' peaceful enjoyment of the Premises; (d) conduct yourself, and require other persons in the Premises with your consent, in a manner so as not to violate applicable state and local laws that relate to controlled substances ("illegal drugs") or any other laws or regulations. You acknowledge that you have inspected the Premises and find the same to be in a clean, safe, fit and habitable condition.

Tenant is responsible for all damage to Landlord's property and injuries to people caused by the accidental, intentional or negligent acts of Tenant, Tenant's family, guests, or others. Tenant further agrees to repair any damage caused by any Tenant, Tenant's family, or others. Further, Tenant agrees to pay for all extermination services needed due to infestation caused by Tenant as reasonably determined by Landlord (i.e. bed bugs, fleas, etc.). If Tenant fails to do so within a reasonable time (not to exceed 10 days), Landlord shall have the right (but not the obligation) to make the repair and the amount of expenditure will be due and payable upon demand. Landlord shall have right to access all rooms within the Premises at all times. No locks are to be added to the doors without Landlord's written consent.

#### **6. Tenant's Personal Property**

All personal property placed in the Premises, or in any other part of the building or elsewhere upon the property on which the Premises is located, shall be placed there at the risk of Tenant, or at the risk of the person owning such property. All transportation, movement of, and placement of furniture and belongings are the sole responsibility of Tenant. All damage caused during move to the Premises or otherwise by personal property shall be charged to Tenant. Any personal property remaining in or about the Premises after the termination of this agreement, or after Tenant's apparent desertion of the Premises, shall be considered abandoned and at the sole discretion of the Landlord, without liability to Tenant for loss or damage. Landlord may, at Landlord's option, store all or any part of said property in any manner Landlord may choose. Tenant shall be liable to Landlord for all expenses incurred in removal and/or storage of such property. Tenant's personal property is not covered by Landlord's property insurance policy. Tenant is responsible for insuring Tenant's own personal property located on Premises.

#### **7. Pets**

Tenant shall not keep pets or animals without the prior written consent of Landlord. Landlord hereby agrees that the following pet(s) may be kept in your bedroom: N/A. Tenant agrees to pay a daily fee of \$30.00 per day for each day they are responsible for the presence on Premises of any pets not authorized in writing by Landlord. Tenant shall also remain liable for any damage done by the pet(s). Landlord retains the right to revoke the consent, at any time, in the sole discretion of Landlord. Tenant is solely responsible for ensuring that such pets or animals are cared for in a humane or lawful manner, and are maintained in such a way as to not constitute a nuisance to anyone, or to hinder the proper functioning of the Premises. In any case, if such consent is withdrawn, Tenant shall remove the pets or animals from the Premises within a reasonable time. Tenant's failure to remove such pets or animals within a reasonable time shall constitute a breach of this Agreement and shall subject Tenant to all legal penalties for such breach.

#### **8. Alterations**

Tenant shall not paint or make alterations, additions, or improvements to the Premises, except with Landlord's prior written consent. Tenant agrees to be held responsible for repairing any damage occurring as the result of making any alteration, addition, or improvement to the Premises.

#### **9. Damage; Destruction; Condemnation**

Tenant agrees to tell Landlord immediately in writing if the Premises is damaged by fire or any other mishap. Tenant agrees to tell Landlord immediately if there is any condition on Premises that could damage Premises or harm tenant or others. If the Premises is damaged or destroyed by fire or other casualty, or is taken pursuant to condemnation proceedings or sale in lieu of condemnation, if Tenant's use of the Premises is not materially affected, this Agreement shall not be terminated, but the rent shall be abated in proportion to any temporary interference with Tenant's use. Subject to any mortgagee's rights, Landlord shall apply any insurance or condemnation proceeds toward rebuilding and restoring the Premises. If Tenant's use of the Premises is materially affected, Landlord or Tenant shall have the right to terminate this Agreement effective on the date of the casualty or condemnation. In the event that Tenant does not so terminate this Agreement, the rent shall be abated in proportion to any temporary interference with Tenant's use of the Premises. Tenant's use of the Premises shall be deemed materially affected if Landlord determines after damage due to casualty or condemnation that Landlord cannot restore or repair the Premises within ninety (90) days after the damage or condemnation occurs.

#### **10. Injuries or Damage**

Tenant agrees that, to the extent the law permits, Tenant will not hold Landlord liable for claims for damages or injury to you or your property, or to any other persons or their property, arising from theft, accident or other occurrence in, or on, the Premises.

#### **11. Insurance and Liability**

Landlord has no insurable interest in your personal property. Tenant is responsible for insuring Tenant's own property located on the Premises. No rights of storage are given by this Agreement. You agree to hold Landlord harmless from any claims for damages, no matter how caused. Landlord is not liable for any damages or losses to any person or property caused by anyone not under the direct control and specific order of the Landlord. Landlord is not liable for personal injury or damage or loss of Tenant's personal property from theft, vandalism, fire, water, smoke, explosions, rainstorms, or other causes not within the direct control of the Landlord. Landlord is not responsible for any damage or injury caused by the failure to keep the Premises maintained or repaired, if the need for said repair was not communicated to the Landlord's agent by Tenant. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, its agents, members, officers or employees. Tenant agrees to purchase insurance at Tenant's own expense, sufficient to protect Tenant and Tenant's property from fire, water damage, theft, burglary, breakage, electrical connections, etc. Tenant acknowledges that if Tenant fails to procure such insurance it is Tenant's responsibility and Tenant alone shall bear all consequences and risks.

#### **12. Subordination**

This Agreement shall at all times be subject and subordinate to the lien of any mortgages or encumbrances now on the property or which may later be placed on the property. Tenant further agrees to execute and deliver to Landlord any instruments which Landlord or any lender may

reasonably request to subordinate this Agreement to any such mortgage or encumbrance, or to certify that Landlord has complied with Landlord's obligations under the Agreement.

### **13. Remedies**

If the Monthly Rent is late, or unpaid, or if Landlord determines in its sole and absolute discretion to exercise any of its rights in this Agreement, or if you violate any of the other terms and conditions of the Agreement, Landlord may, at any time, enter and take possession of the Premises, sue for and recover all of the rent earned to that date. Tenant and Guarantor agree to be jointly and severally liable for any deficiency or for the full amount of rent. Every demand for rent after the Monthly Rent due date shall have the same effect in law as if made at the time that it fell due.

If Tenant's family or guests violate or break this Agreement, the Landlord may sue: (1) To collect past due Monthly Rent, late charges and any other money owed; (2) To remove Tenant and all others from the Premises; (3) To collect for all damages to Premises; and (4) To collect all costs and expenses caused because Tenant violated or broke this Agreement, including: (a) Utilities otherwise payable by Tenant; (b) Advertising; (c) Attorney's fees; (d) Court costs; and (e) A reasonable fee to Landlord (i) to show Premises to new tenants; (ii) to review and approve any new tenant, and (iii) to prepare a new lease.

The remedies provided to Landlord in this Agreement shall be in addition to and do not limit or supersede any remedy at law or at equity otherwise available to Landlord.

### **14. Neutral Advisor**

In the event of a conflict of interest regarding any term or action outlined in the Agreement, determined by the Landlord in its sole and absolute discretion, Landlord may ask another party to act on its behalf, including but not limited to: the real property owner, a property management company; or any other third party entity having sufficient knowledge of the situation as determined by Landlord, in its sole and absolute discretion.

### **15. Non-Waiver**

No waiver by Landlord of any breach of any term, covenant or condition of this Agreement shall be deemed a waiver of the same or any subsequent breach of the same of any other term, covenant, or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant or condition regardless of Landlord's knowledge of such breach when such rent is accepted. No covenant, term or condition of this Agreement shall be deemed waived by Landlord unless waived in writing. The receipt by Landlord of any rent or any other sum of money or other consideration paid by Tenant after the termination of this Agreement, after the giving by Landlord of any termination notice, or after the initiation of any legal proceedings by Landlord against Tenant, shall not reinstate, continue or extend this Agreement or in any manner affect any other rights that Landlord may have either in law or in equity or as a result of default by Tenant.

#### **16. Miscellaneous**

This Agreement shall be binding upon and shall inure to the benefit of the parties, hereto, their respective heirs, legal representatives, successors and assigns. This Agreement is the entire agreement between the parties, there being no oral conditions, representations or agreements. Any subsequent agreements between Landlord and Tenant shall not be valid unless in writing signed by both parties. The headings herein are for purposes of convenience and reference only and shall not be held to explain, modify, or amplify in the interpretation of the provisions of this Agreement. Time is of the essence in this Agreement. Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under the appropriate sections of the applicable code and this Agreement, and the prevailing party shall recover court costs and reasonable attorney fees. Both Landlord and Tenant further agree to waive trial by jury and submit to the decision of the judge who has jurisdiction over this matter. In any event, no action will be filed in any court after one year of the cause(s) for such action.

#### **17. Severability**

The parties agree that each provision of this Agreement shall be deemed severable and, if for any reason any provisions are invalid, unenforceable or contrary to any existing or future law, the invalidity shall not affect the applicability or validity of any other provisions of this Agreement.

#### **18. Condition**

The Premises are rented in "AS-IS" condition, with the understanding that no additional improvements will be made at the time of the move-in, based on the present rental rate. However, if Tenant desires any further rental improvements, the rental rate will be renegotiated to a higher amount to allow for the improvements chosen.

#### **19. Phone**

When Tenant has a phone installed in the Premises, Tenant shall provide Landlord the phone number within two working days of installation and will notify Landlord within two working days of any further changes in the phone number.

## 20. Acknowledgement:

You hereby acknowledge that you have read this Agreement, understand it, agree to it, and have been given a copy. You hereby acknowledge that by signing this Agreement, all of your questions about this Agreement have been answered, that you fully understand all of the provisions of the Agreement, and the obligations and responsibilities of each party as spelled out herein. You further state that you agree to fulfill your obligations in every respect or suffer the full legal and financial consequences of your actions or lack of action in violation of this Agreement.

Signed:

Senior Shared Housing, LLC

By: MT - H. J. TLED

Tenant

Marilyn Sheffield  
Printed: Marilyn Sheffield

Guarantor guarantees unconditionally to Landlord the punctual payment, performance and observance of all monetary (including the payment of all rent and any other payments due and payable under the Agreement) and non-monetary obligations, covenants, conditions and agreements required to be observed and performed or paid or reimbursed by Tenant pursuant to the Agreement.

Guarantor:

Brenda S. Stephens  
Printed: Brenda S. Stephens

Driver's License No.: 042777261

Address: 1407 Twin Branches Cir SE

Marionetta GA 30067-6255

Phone No: 404-626-3764 (cell)  
770-690-9880 (home)

## Tom LaPenna

---

**From:** Wright, Elaine <ehwright@dch.ga.gov>  
**Sent:** Thursday, July 30, 2015 10:20 AM  
**To:** Tom LaPenna  
**Cc:** Perkins, Nancy  
**Attachments:** lease.pdf

Hi Tom,

Our investigation showed that the home at 5203 Mt. Vernon Way, Atlanta, Ga 30338 is not subject to personal care home licensure. The home is leased to separate individuals who choose to hire a licensed private home care provider to come in and provide any services the individuals need. The agency who provides the services is licensed by the Healthcare Facility Regulation Division as a private homecare provider who contracts with each individual in the home. Thank you,

Elaine Wright

**Elaine Wright, Director Personal Care Home Program**  
*State of Georgia, Department of Community Health, Healthcare Facility Regulation Division*  
2 Peachtree St; Suite 31.440  
Atlanta, Ga 30303  
Ofc: 404-657-5856  
Fax: 404-657-3655  
[ehwright@dch.ga.gov](mailto:ehwright@dch.ga.gov)

Follow us on Twitter at <http://twitter.com/gadch> and Facebook at <http://bit.ly/b1GcXI>

Reader Advisory Notice: E-mail to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by e-mail from the Georgia Department of Community Health.

Sec. 103-26. - Authorization required for land disturbance or development activities.

- (a) *Permit required; exemptions.* No disturbance of the land, including clearing, grubbing, or grading activities, shall commence or proceed except in accordance with the provisions of these development regulations, unless specifically exempted by state law or local ordinance.
- (b) *Plan review and approval.* Any commercial or residential builder or developer of land within the city shall first submit to the department of community development such plans, plats, construction drawings, or reports as may be required by this chapter and section 105-46 of the Code of the City of Sandy Springs and shall have been granted a permit consistent with the aforementioned ordinance and approved by the department of community development prior to the initiation of construction or development activities. Approval of plans by city officials or employees shall not imply nor transfer acceptance of responsibility for the application of the principles of engineering, architecture, landscape architecture, or any other profession, from the professional corporation or individual under whose hand or supervision the plans were prepared and sealed. Article X of this chapter and section 105-46 of the Code of the City of Sandy Springs detail the elements of the required plans.

Any developer of land within the city shall first submit to the department of community development such plans, plats, construction drawings, or reports as may be required by this chapter and shall have been granted a permit consistent with this chapter and approved by the department of community development prior to the initiation of development activities. Approval of plans by city officials or employees shall not imply nor transfer acceptance of responsibility for the application of the principles of engineering, architecture, landscape architecture, or any other profession, from the professional corporation or individual under whose hand or supervision the plans were prepared and sealed. Article X of this chapter details the elements of the required plans.

- (c) *Time limitations.* An application for a permit for any proposed work shall be deemed to be abandoned six months after the date of filing for the permit, unless before than a permit has been issued, or the permit application is still under review by the land development division. One or more extensions of time for periods of not more than 90 days each may be allowed by the building official for the application provided the extension is requested in writing and justifiable cause is demonstrated.
- (d) *Approvals required by outside agencies.* Chattahoochee River Corridor Certificate. If any portion of a property included within a proposed project is located within 2,000 feet of the bank of the Chattahoochee River, the project shall first obtain a certificate authorizing the

development under the provisions of the Chattahoochee River Corridor before any clearing, grading, or construction activity may be granted a permit by the department or any other agency. All permits issued by the city pursuant to such authorization shall be consistent with the requirements and provisions of the certificate. Any violation of the provisions of the Chattahoochee River Corridor Certificate shall be considered as a violation of these development regulations, and shall be subject to the enforcement and penalty provisions hereunder.

- (e) *Interdepartmental review and approval.* The department shall not issue a permit for any development activities until the plans, plats, or construction drawings, as applicable, have been approved by such other departments as may have authority or jurisdiction over said activities in whole or in part.
- (f) *Activities limited to permit authorization.* Development activities shall be limited to those as authorized by the applicable permit and as may be further restricted by conditions of approval pertaining thereto attached by the department or other department or agency as may have authority or jurisdiction over said activities in whole or in part.
- (g) *Developer's responsibility for compliance.* No permit shall be interpreted to relieve any developer or sub-divider of the responsibility of maintaining full compliance with all codes, ordinances, and other regulations of the city except as amended by an approved modification, variance, or other relief granted through applicable formal appeal procedures for a specific property or application. Any permit issued in error or in contradiction to the provisions of an adopted code, ordinance, or regulation of the city shall be considered to have been null and void upon its issuance. The developer or sub-divider shall be responsible for ensuring that all applicable external agencies are notified of the proposed work and that all necessary approvals have been obtained prior to commencing any activity covered by those approvals.

(Ord. No. 2008-09-48, § 1, 9-16-2008)



## Regency Home Care of North Atlanta

1633 Mt Vernon Rd Suite 100

Atlanta, GA 30338

678-999-2446 (tel:6789992446) | Company Website

(<http://www.regencyhomecarega.com>)

Starting @

**\$18**

per hour

Ratings

(2)

Availability

**Yes**

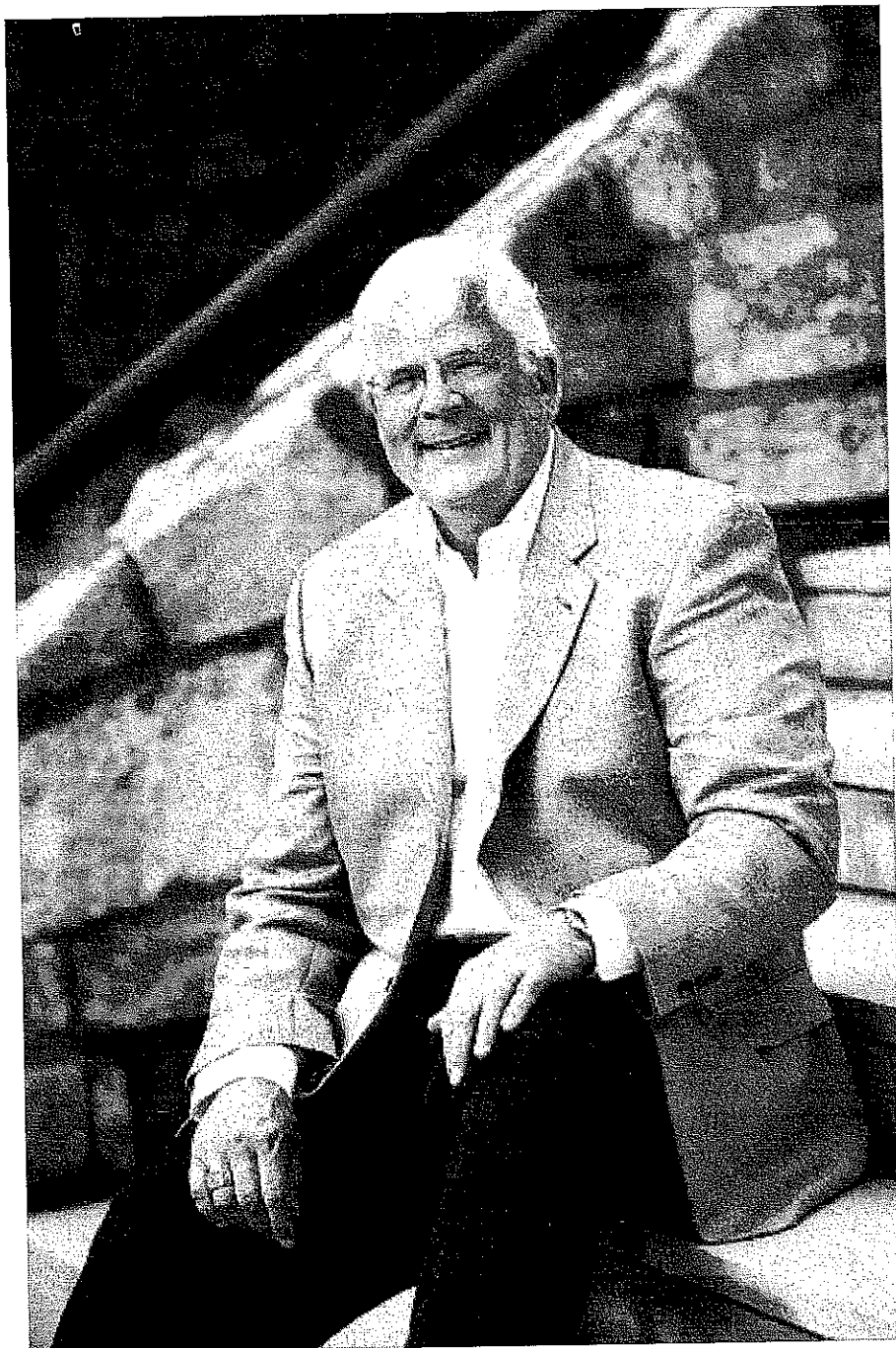
### SPECIAL OFFER

Initial and subsequent RN assessments are always free of charge. When mentioning Care.Com, three free hours off initial invoice for services. After 90 days of continuous service get a 10% discount on next week's invoice.

### ABOUT THE BUSINESS

Contact

Rate& Review



Regency Home Care of North Atlanta is dedicated to quality of life and client independence through compassionate care and uncompromising service. We have exceptional standards when it comes to hiring our trusted and experienced staff. Every employee is Caregiver Quality Assurance Certified for compassion, integrity and trustworthiness, along with being background checked, drug tested and trained. We are locally owned and operated - not a franchise.

Serving: Fulton, Cobb, Gwinnett, DeKalb, Forsyth, Cherokee, Dawson, Hall, Walton, Barrow, Rockdale and Paulding Counties.

Contact

Rate & Review

**AT A GLANCE****In Business Since:** 2009**Total Employees:** 51-200**Credentials:** State Licensed, Better Business Bureau, Bonded and Insured

(http://www.facebook.com/RegencyHomeCareGA)



(http://twitter.com/RegencyCareGA)



(http://plus.google.com/u/2/b/104530280096522046317/104530280096522046317/about)



(http://www.linkedin.com/company/regency-home-care-of-north-atlanta)

**PROGRAM DETAILS**

**Companion Services:** General companion care, Medication reminders, Meal preparation, Grooming assistance, Transportation, Errands, Organization (bill paying, mail sorting), Light housekeeping, Live-in services, Respite care

**Personal Care Services:** Bathing, dressing, grooming, Ambulation assistance, Transferring and positioning, Toileting, Incontinence, Feeding and special diet

**Skilled Nursing Care Services:** Alzheimer's/Dementia care, Stroke care, Skilled nursing care, Medication management, Parkinson's care

**Languages:** English**Travel Radius(in miles):** 20**COST & AVAILABILITY**

Type	Rate	Rate Type	Availability *
Companion/Homemaker Care	\$18	per hour	Yes
Personal Care	\$19	per hour	Yes
Overnight	\$19	per hour	Yes
Live-In Services	\$275	per day	Yes

\*availability last updated on 06/08/2016

Offerings  
**Contact****Rate& Review**

Hourly Rates

Live-In Services

Overnight

Payment Options

Private Pay | Medicaid | Veteran's Benefits | Long term care insurance

## RATINGS & REVIEWS

(2)

Dorothy M ()

10/01/2014

We had a wonderful experience with Regency Home Care. They addressed all of our needs and beyond. Kind and Caring are the two words that express how I feel about their services. My Mother has passed on now but she was appreciative of the care they offered her. Thank you again for your services and I highly recommend Regency Home Care for any senior that needs help.

Marianne F ()

02/15/2014

Regency Home Care was highly recommended by a trusted friend and she could not have been more correct! After 5 months of using their services, we continue to be extremely pleased. Her wonderful caregiver enables her to participate in anything and everything she wants. It is an extremely nurturing relationship. If you want loving, caring and reliable care for your senior family member or friend, you should call Regency Home Care!...  
Miss Catherine

Care.com does not verify business credentials including licensing information. You are responsible for performing your own research to select an appropriate care provider.

## Join free to contact this business

Already a member? Sign in

First name

Last name

Contact

Rate & Review

**Address****City State, Zip**

Atlanta, GA 30301

**Phone number****Email****Password (for Care.com account only)****Details of Services Needed****Who are you seeking care for?**

- |                                  |                                                  |
|----------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Mother  | <input type="checkbox"/> Self                    |
| <input type="checkbox"/> Father  | <input type="checkbox"/> Self: Looking for a job |
| <input type="checkbox"/> Spouse  | <input type="checkbox"/> Grandparent             |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Other                   |

**Which care services are required?**

- |                                         |                                               |
|-----------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Companion Care | <input type="checkbox"/> Skilled Nursing Care |
| <input type="checkbox"/> Personal Care  | <input type="checkbox"/> Live-in Care         |

**How will you be paying**

- |                                            |                                                   |
|--------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Private Pay       | <input type="checkbox"/> Long Term Care Insurance |
| <input type="checkbox"/> Medicare/Medicaid |                                                   |

**How many hours of care per week will you need?**

- ☒ 0-4  
☐ 5-8  
☐ 9-12  
☐ 13-16  
☐ 17-20  
☐

Contact

Rate &amp; Review

**Desired start date**

By clicking "Submit," I agree to the Care.com Terms of Use (<http://www.care.com/terms-of-use-p1012.html>) and Privacy Policy (<http://www.care.com/privacy-policy-p1013.html>) and allow Care.com to share this information with similar local businesses.

Join free today

## Let's go

[illegible]

Terms of Use (<http://www.care.com/terms-of-use-p1012.html>) | Privacy Policy (<http://www.care.com/privacy-policy-p1013.html>) | Safety (/safety-center)

Care.com does not employ, recommend or endorse any care provider or care seeker nor is it responsible for the conduct of any care provider or care seeker. Care.com provides information and tools to help care seekers and care providers connect and make informed decisions. However, each individual is solely responsible for selecting an appropriate care provider or care seeker for themselves or their families and for complying with all applicable laws in connection with any employment relationship they establish. Care.com does not provide medical advice, diagnosis or treatment or engage in any conduct that requires a professional license.

© 2007-2016 Care.com, Inc. All rights reserved.

## Rate& Review

Contact

Rate& Review



**MUFFLEY**  
**& ASSOCIATES**  
REAL ESTATE

PROPERTY ORGANIZER LOG IN | SIGN UP (404)848-0996

PROPERTY SEARCH SERVICES TEAM NEIGHBORHOODS RESOURCES

MEDIA NEWS CONTACT US

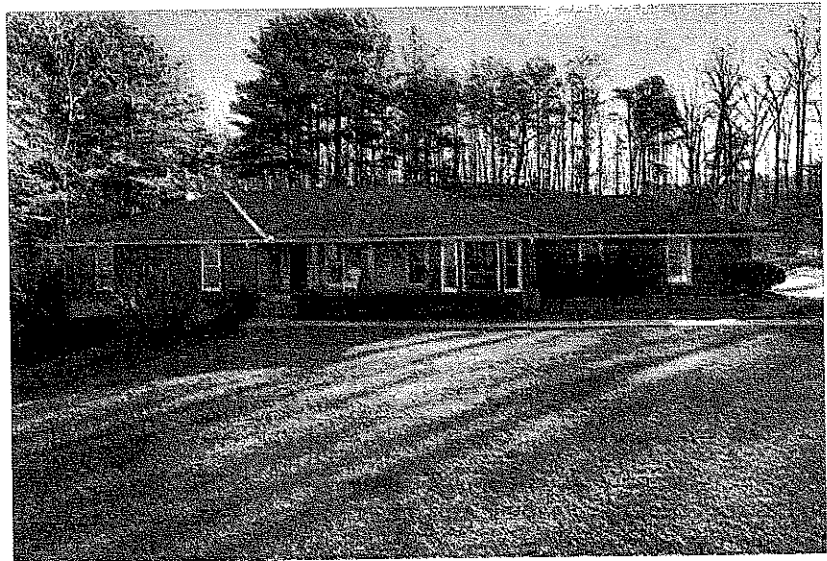
## 420 RIVERHILL DRIVE, SANDY SPRINGS, GA 30328

ADVANCED SEARCH

420 RIVERHILL DRIVE  
SANDY SPRINGS, GA 30328

LIST PRICE: \$514,900  
(SOLD)

Beds: 4 Baths: 3 | 1 Sq. Ft.: 2,483  
Type: Single Family Home



Listing #5631958

PROPERTY FEATURES

INTERIOR FEATURES

---

**Full Baths:** 3

---

**1/2 Baths:** 1

---

**Floors:** 1 Story

## EXTERIOR FEATURES

---

**Water:** Public Water

---

**Lot Size in Acres:** 0.704

## ADDITIONAL INFORMATION

---

**Property Type:** SFR

---

**Year Built:** 1979

---

**Status:** SOLD

Real Estate IDX (<http://www.ihomefinder.com>) Powered by iHomefinder

## ABOUT US

OUR TEAM

CAREERS

CONTACT US

## PROPERTIES

RESIDENTIAL

RENTALS

NEW HOMES

OPEN HOUSES

## RESOURCES

POPULAR

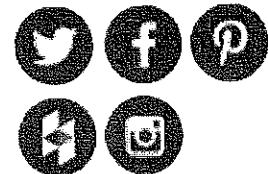
NEIGHBORHOODS

RELOCATION SERVICES

MORTGAGE PARTNER

LEGAL PARTNER

## CONNECT WITH



## LOCATIONS

MAIN OFFICE:  
Virginia-Highland  
600 Virginia Avenue NE  
Suite 100  
Atlanta, GA 30306

SATELLITE OFFICE:  
TRIBUTARY

INTERNATION  
LUXURY  
MARKETING  
PARTNER

Ph: 404.848.0996  
Fx. 404.848.0982

PRIVACY POLICY   TERMS  
OF USE

AGENT/ADMIN LOGIN

*Muffley & Associates Real Estate an independent, boutique real estate brokerage located in Atlanta, Georgia. We are Atlanta's luxury real estate experts and the #1 Selling Intown Team since 2011. Our team of top Atlanta Realtors specialize in luxury homes and condos for sale in popular Atlanta communities-Ansley Park, Ashford Park, Buckhead, Brookhaven, Chastain Park, Druid Hills, Dunwoody, Midtown, West Midtown, Morningside, Virginia-Highland, Sandy Springs and Vinings- to name a few.*

*We use reasonable efforts to include accurate, complete and up-to-date information on this site but Muffley & Associates Real Estate makes no warranties or representations as to its accuracy, completeness or the frequency of updates. Information and offerings presented on this site are subject to change without notice. All Rights Reserved.*

[ESPAÑOL](#) [BUSINESS LOGIN](#) [NEWS & EVENTS](#) [BBB SCAM TRACKER](#)

Metro Atlanta, Athens and NE Georgia

☒ Name ☐ Category

[Clear Location](#)

Search by: Business Name, URL, Phone, Email

Enter a valid location

Filter: Businesses

Source: Site

Distance: Off

☐ BBB Accredited Only

[GET TO KNOW US](#)

[GET INVOLVED](#)

[GET CONSUMER HELP](#)

[PROGRAMS & SERVICES](#)

[FOR BUSINESSES](#)

## BBB BUSINESS REVIEW

[Is this your Business?](#)

BBB ACCREDITED BUSINESS SINCE 06/13/2014

### Regency Home Care-Georgia

Phone: (678) 999-2446

Fax: (770) 551-0675  
1633 Mount Vernon Rd STE 200, Atlanta, GA 30338-4225  
Send email to Regency Home Care-Georgia  
[www.regencyhomecaregeorgia.com](http://www.regencyhomecaregeorgia.com)



On a scale of A+ to F  
Reason for Rating  
BBB Ratings System  
Overview

BBB Business Reviews may not be reproduced for sales or promotional purposes.

#### BBB Accreditation

A BBB Accredited Business since 06/13/2014

BBB has determined that Regency Home Care-Georgia meets BBB accreditation standards, which include a commitment to make a good faith effort to resolve any consumer complaints. BBB Accredited Businesses pay a fee for accreditation review/monitoring and for support of BBB services to the public.

BBB accreditation does not mean that the business' products or services have been evaluated or endorsed by BBB, or that BBB has made a determination as to the business' product quality or competency in performing services.

#### Reason for Rating

BBB rating is based on 13 factors. Get the details about the factors considered.

#### Customer Complaints Summary

0 complaints closed with BBB in last 3 years | 0 closed in last 12 months

Complaint Type	Total Closed Complaints
Advertising / Sales Issues	0
Billing / Collection Issues	0
Problems with Product / Service	0
Delivery Issues	0
Guarantee / Warranty Issues	0
<b>Total Closed Complaints</b>	<b>0</b>

## Customer Reviews Summary

[Read customer reviews](#)

0 Customer Reviews Customer Reviews on Regency Home Care-Georgia	
Customer Experience	Total Customer Reviews
Positive Experience	0
Neutral Experience	0
Negative Experience	0
<b>Total Customer Reviews</b>	<b>0 Customer Reviews</b>

### Government Actions

BBB knows of no government actions involving the marketplace conduct of Regency Home Care-Georgia.

What government actions does BBB report on?

### Advertising Review

BBB has nothing to report concerning Regency Home Care-Georgia's advertising at this time.

What is BBB Advertising Review?

## Additional Information

BBB file opened: 03/01/2013  
Business started: 11/02/2009

**Type of Entity**  
Corporation

Incorporated: November 2009, GA

**Business Management**  
Principal: Mr. Erich Schuetz (Owner/President)

**Business Category**  
Home Health Services, Alzheimer Care, Information & Treatment, Elderly/Senior Specialty Services, Senior Care Information and Resources, Personal Services, Senior Home Care, In-home Care

**Alternate Business Names**  
Schuetz Enterprises, Inc.

*As a matter of policy, BBB does not endorse any product, service or business.*

*BBB Business Reviews are provided solely to assist you in exercising your own best judgment. Information in this BBB Business Review is believed reliable but not guaranteed as to accuracy.*

*BBB Business Reviews generally cover a three-year reporting period. BBB Business Reviews are subject to change at any time.*

BBB Directory	BBB API
Give.org	Terms of Use
Council of Better Business Bureaus	Trademarks
Contact	Privacy Policy
BBB Business Partner Code	Fight Phishing

© 2016 BBB of Metro Atlanta, Athens & NE Georgia All Rights Reserved.



Brian P. Kemp  
Secretary of State

**Office of the Secretary of State  
Corporations Division**

313 West Tower  
2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334-1530  
(404) 656-2817

August 09, 2012

**Name Reservation Confirmation**

Entity Name:	American Residential Investment Management LLC
Name Reservation Number:	2012271585
Filed Date:	August 9, 2012
Filer Type:	Individual
Filer Name:	Donald Britt
Filer Address:	4355 Cobb Parkway Suite J #459
	Atlanta, GA 30339
	United States
Filer Phone:	4043129679
Filer E-Mail Address:	williambritt@hotmail.com

The Above Name has been reserved. To use the Name Reservation Number when filing Articles of Incorporation, use the exact Filer Name as it appears on this Confirmation.

**Name Reservations are valid for 30 days.**



## City of Sandy Springs

7840 Roswell Road, Building 500  
Sandy Springs, GA 30350  
www.sandyspringsga.gov

### APPLICATION NUMBER

**BR16-00194**

Issue Date: 04/06/2016

Exp Date: 10/03/2016

**Permit Type: Building Residential**

Parcel ID	Street Address
17 012400020441	420 RIVERHILL DR
Property Zoning	Project Name
Residential R-3	

### Contractor Information

Name: CHARLES KERSCHER III of CHARLES JOSEPH KERSCHER III  
Address: 480 SPLIT OAK TRL  
WILLIAMSON, GA 30292  
Phone: (404) 312-9679

License Codes: GC2016-064  
RLC1000724

License Exp. Date: 06/30/2016

### Building Information

Proposed Use:  
Construction Type:  
Estimated Cost of Construction: \$30,000.00

### Project Description:

#### Scope of Work:

WIDEN DOORWAYS FROM 30' TO 36' RELOCATE SOME ELECTRICAL

Compliance with the noise ordinance, permit posting, erosion control, and all applicable regulations are enforced. Subcontractor Affidavits shall be submitted before beginning work. NO occupancy allowed prior to issuance of Certificate of Occupancy.

I, the undersigned, hereby agree to comply with all applicable laws regulating the work. I have also received a copy of this document and understand that it is my responsibility to inform this office of any change of contractor. I further understand that all inspection requests are to be made by me or my agent.

\_\_\_\_\_  
Signature of Owner/Contractor

Date: 04/06/2016

\_\_\_\_\_  
Signature of Approving Official

**ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.**

Application Number BR16-00194

TOTAL FEES: \$250.00

REQUEST AN INSPECTION AT [HTTPS://BUILD.SANDYSPRINGSGA.GOV](https://build.sandyspringsga.gov) BY 11 P.M. THE BUSINESS DAY BEFORE AN INSPECTION IS REQUIRED. ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

Print

**420 Riverhill Dr, Sandy Springs, 30328**

Status:	Sold
MLS Number:	7569037
Sold Price:	\$494,900
County:	Fulton
Subdivision:	Rivershore Estates
Listing Agent:	Sammy Hadid
Office:	MUFFLEY & ASSOCIATES
Phone:	305-978-4249
Email:	sammy@muffleyhomes.com

A family oasis in the heart of Sandy Springs. One of the largest Ranch floor plans in highly sought after Rivershore Estates, this home sits like a king on 3/4 of an acre in the back of the neighborhood. Quiet, very little traffic, it features a hand laid stone front porch with a large flat front yard for the kids to play. Private fenced in backyard with white meat peach trees and a beautiful walk out, stone back patio. Gracious foyer, Big windows allows the sun to shine through, spacious kitchen with island opens to great room with vaulted ceiling and a hand laid stone fireplace. Separate living and dining room. Home has fantastic bones and a huge basement ready or someone to put their finishing touches on it and make it their own.

Bedrooms:	4	Year Built:	1979
Full Baths:	3	Total SQFT:	0 sqft.
Half Baths:	1	Annual Taxes:	\$2,847 (2015)
<b>Interior</b>		<b>Exterior</b>	
Rooms:	Family Room, Great Room, Master On Main Level	Style:	Ranch
Equipment:	Alarm - Burglar	Construction:	Other (See Remarks)
Kitchen Desc:	Island, Pantry, Solid Surface Counters	Parking:	2 Car, Auto Garage Door, Garage, Kitchen Level Entry
Interior Desc:	Cable TV Connections, Pulldown Attic Stairs	Lot Size (Acres):	0.70
Basement:	Entrance - Inside, Entrance - Outside	Lot:	Private Backyard
		Water:	Public Water, Sewer Connected
		Pool:	
		Cooling:	Ceiling Fan, Central
		Heating:	Forced Air
<b>Schools</b>		<b>Neighborhood Amenities</b>	
Elementary:	Heards Ferry	None	
Middle School:	Ridgeview		
High School:	Riverwood		

Information Is Deemed Reliable But Not Guaranteed.

## Leonhardt, Paul

---

**From:** Erin Nations <ebnations@gmail.com>  
**Sent:** Monday, February 27, 2017 4:06 PM  
**To:** Alexander, Michelle  
**Cc:** Sottile, Ginger; Berry, Joshua; Leonhardt, Paul; Jim Wold  
**Subject:** Re: follow up 420 Riverhill

Thanks, Michelle. Our entire neighborhood is aware of the situation now and we have many neighbors who are planning to attend the March 9 hearing. We also have several people who have written letters to the zoning board. I will have all of the letters by the end of the week and want to make sure that you all receive them. Ginger, would it be best for me to email them or bring them by?

As a neighborhood, we are a bit confused on exactly what type of permit Mr. Britt was granted by Sandy Springs. Can you please help clarify?

Also, I'm sure you guys came across this website during your investigation:

<http://ourcarechoice.com/listing/residences-by-regency>

It's online marketing material for 420 Riverhill calling it a "personal care home" starting at \$8,275/month per resident. Also, included in rent are several care services (which are provided 24-hours/day). This obviously proves that the owner's intent was to operate a profitable business with coordinated caretakers.

Thanks,  
Erin Nations

On Mon, Feb 27, 2017 at 3:52 PM, Alexander, Michelle <[MAlexander@sandyspringsga.gov](mailto:MAlexander@sandyspringsga.gov)> wrote:

Hi Erin,

Sorry we've played phone tag. Please forward the letters you have received regarding this case to our Planning & Zoning Manager, Ginger Sottile. Her staff manages the Appeals Board. She can also have her team follow up and provide you answers to some of your specific questions.

We include all letters in the packets prepared for the Board, along with our Staff Report on the case.

Michelle

**Michelle M. Alexander**

Director, Department of Community Development

City of Sandy Springs

7840 Roswell Road, Building 500

Sandy Springs, GA 30350

**Direct:** [770.206.1574](tel:770.206.1574)

[twitter.com/sandyspringsga](https://twitter.com/sandyspringsga) - *Follow for Breaking News and Traffic Alerts*

[facebook.com/SandySpringsGA](https://facebook.com/SandySpringsGA) - *Like for Community News and Discussions*

---

This e-mail message (including any attachments) is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message (including any attachments) is strictly prohibited. If you have received this message in error, please contact the sender and destroy all copies of the original message (including attachments). The City of Sandy Springs is a public entity subject to the Official Code of Georgia Annotated §§ 50-18-70 to 50-18-76 concerning public records. Email is covered under such laws and thus may be subject to disclosure.